The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page iii.

VOL. LXXIII. **Saturday, June 15, 1929.** No. 24

Current Topics.

Legal Changes.

AMONG THE changes which the general election and the consequent accession to office of Mr. RAMSAY MACDONALD have brought about are those in the high places of the law. There has been first, the replacement of Viscount HAILSHAM, the Lord Chancellor in Mr. BALDWIN's administration, by Sir JOHN SANKEY who certainly brings to his new post a wealth of valuable experience and a recognition of that great truth, which he himself enunciated last year in his lecture on "The Principles and Practice of the Law to-day," that "amid the shifting sands and cross-currents of public life, the law is like a great rock on which men may set their feet and be safe." Appointed a judge of the King's Bench Division in 1914, he was promoted to the Court of Appeal last year, and both as a puisne and as a Lord Justice he won golden opinions for his courtesy and his wide knowledge of law. He is said to have explained that his judgeship came to him after a succession of workmen's compensation cases argued by him at the bar of the House of Lords, a circumstance which led him to add, very wittily, that his appointment was thus due to "an accident arising out of and in the course of his employment." So, perhaps, we may say that his promotion to the woolsack is due to the "accident"—a very happy one for all concerned—of his chairmanship of the Coal Industry Commission in 1919 over which he presided with consummate tact and ability, impressing every one by his skill in getting at the facts of the situation and in devising means to solve its difficulties. While it has yet to be seen whether he is a great lawyer in the sense in which SELBORNE and CAIRNS and HALDANE were great lawyers he is nevertheless well equipped with an excellent knowledge of the common law, and in addition, he possesses the priceless endowment of a willingness to listen patiently to the arguments addressed to him. With these qualifications, we feel confident that the duties of the high office to which he has been called will be discharged to the entire satisfaction of the profession and the public. Of the new Attorney-General—Sir W. A. JOWITT, K.C.—it can be said that for a number of years he has stood in the very front rank of advocates; and were it not perhaps for the unfortunate circumstances in which he has taken office—circumstances which have aroused in some circles a criticism more bitter than fair—his attainment of the highest position open to a member of the Bar would have been universally applauded. The ethical and political aspects of the controversy raised by the appointment we do not propose to discuss, we content ourselves by saying that Mr. RAMSAY MACDONALD has, in his new Attorney-General a colleague who is equally powerful in debate and in his knowledge of law. As to the junior law officer, Sir J. B. MELVILLE, K.C., it can scarcely be said that he has had that wide experience of public affairs which was possessed by many of his predecessors in the office of Solicitor-General, but doubtless the skill he has shown as an advocate will be speedily manifest likewise in the conduct of public business.

Lawyers in Parliament.

ENGLAND ONCE had a *parliamentum indoctum*, the unlearned Parliament as it was popularly called because of the exclusion from it of all lawyers. This was a long time ago—in 1404 to be precise—and the experiment has never been repeated, from which we may conclude that this ostracism of the legal profession was not the success that was anticipated. Nowadays there is invariably in each House of Commons a large infusion of lawyers. Taking *The Times* list, we find that in the newly elected House there are something like sixty members of the Bar, and fourteen members of the solicitors' branch. Such a preponderance of the legal element in the legislature has frequently given rise to reflections of a caustic character from critics whose charity of thought is not their chief endowment. That some lawyers may have been actuated by mercenary motives in seeking election may be conceded, but those are in a decided minority; the bulk of them, like those from other callings who have sought the suffrages of the constituencies, have been animated by the honest desire to serve their country and its interests by placing their knowledge at its service. There is ample scope for the work of lawyers in Parliament; they can help to improve the draftsmanship of statutes and, what is even more important, they can direct reasoned protests against the encroachments of bureaucracy. More than the lay members, they know the subtle dangers which bureaucracy threatens to the liberty of the subject. Let our legal representatives in the House of Commons be vigilant in this matter, and the public will realise the advantage of having trained observers safeguarding their interests.

The New Lord Justice.

RUMOURS HAVE been plentiful during the past few days—some of them fantastic enough—regarding the filling of the vacancy in the Court of Appeal created by the promotion of Sir JOHN SANKEY to the Woolsack, but the various surmises on the subject have now been set at rest by the appointment of Sir HENRY SLESSER as Lord Justice. When Sir HENRY's name was omitted from the list of those forming the new administration, it was announced that other service was destined for him, and it was assumed that the post to which he has now been appointed was that intended. There appeared, however, to be some difficulties in the way, but if there were, these have now been surmounted. At the Bar Sir HENRY's practice was never large and was in great measure limited to the subject which he has made his own—the law relating to trade unions. Past experience has demonstrated the importance of that subject, but whether a complete familiarity with its every detail is a sufficient qualification for promotion to the Court of Appeal some may be disposed to question. However that may be, we feel sure that the new Lord Justice, who is certainly an able man, will comport himself in his office not only with dignity but with complete satisfaction to the profession and the public.

Bungalow Defined.

In a recent case before Mr. Justice Romer (*Ward* v. *Paterson*, *Times*, 5th inst.), the plaintiff sought an injunction to restrain the defendant from erecting any building other than one bungalow on land which he had conveyed to her with a restrictive covenant to that effect. The land in question was on the opposite side of the road to the plaintiff's own house, and he was desirous of retaining an unobstructed view. The building begun by the defendant contained more than one storey, but she contended that it came within the accepted definition of a bungalow. After hearing the expert evidence of both sides on the matter, his lordship accepted the definition given on behalf of the defendant, that a bungalow was "A building of which the walls, with the exception of any gables, went no higher than the ground floor, and of which the roof started at a point substantially not higher than the top of the wall of the ground floor, and it was immaterial in what way the spare loft in the roof of the building so constructed was utilised." The defendant's proposed building came within that definition and his lordship dismissed the action. An attempt was made on behalf of the plaintiff to say that the word "bungalow" was an ordinary English word of the meaning of which the court could take judicial cognizance, but Mr. Justice Romer pointed out that it was derived from an Indian word, and that the majority of dictionaries defined it as a one-storey house, lightly built. In Murray's English Dictionary under the head of "Bungalow" is found: "Hindustani *bangla*, understood to be identical with the adj. of same form, meaning 'belonging to Bengal.'" The same authority exemplifies it thus: "1676 Streynsham Master M.S. Diary (India Office) 25 Nov. It was thought fitt . . . to sett up Bungales or Hovells . . . for all such English in the Company's Service as belong to their Sloopes & Vessells." In the eyes of those who aim at retaining the beauty of the English countryside the word "hovell" used above may seem a singularly appropriate synonym for such structures as are frequently designated bungalows. Whether in truth hovels or bungalows, however, anyone anxious to impose a restrictive covenant of the present nature and for the purpose apparent in the present case might find safety by placing a limit on the extreme height of the roof of the building from the ground.

Litigation as a Luxury.

In a case at Watford, Judge Crawford is reported to have made strong comment on the folly of a young man who had a wife and three children, and only earned £3 a week, indulging in litigation. After hearing that he "instructed counsel" (no doubt the reporter's way of stating that the solicitor did so on his client's authority and behalf), the judge is represented as observing: "You have no more right to instruct counsel than I have to live in Grosvenor Square." No doubt it is unwise for any person of narrow means to indulge in frivolous or vexatious litigation. If the judge is correctly reported, however, his argument is a dangerous one. The courts of law are vital parts of the machinery for redressing injustice, and it would be very unfortunate indeed if a judge in effect said to a poor man: "You have no business to seek justice, for you cannot afford it." Possibly the young man's claim (or defence—the report is by no means clear) was untenable. In such case, however, one would expect the judge to scold, not the actual litigant, but the solicitor who assisted him to bring an unsound case into court, and the barrister who advised such a course. A man who finds himself badly off under a particular social system, and is then told that justice is too expensive for him, may become the raw material of a Bolshevist. The problem of the cost of justice is, of course, one ever present in a civilised country, and the large class of which the litigant in question was a member, namely, that just outside the official class of "poor persons," may be a special source of anxiety, for "*Dives*" has no grades. When there is medical need, the very poor use the hospitals without payment, and fees for those who can afford them are graduated, roughly it may be, but a millionaire would expect to pay more than a mechanic. The absence of proper relief in legal costs to the classes just below income tax level (for the rare extension of Ord. 16, r. 22 (2) or (3), hardly seems sufficient) may be regarded as a defect in our system, not to say a justification for that much-abused individual the "speculative solicitor."

Bellowing Advertisements.

The Notion of a high-power "talkie" advertisement at Piccadilly-circus, screaming or roaring the merits of someone's pills or whiskey, while flash-lights vividly illustrated the process of self-administration of these articles, might well create alarm and despondency. The question remains as to what right of interference, if any, in respect of such method of advertisement is vested in the bodies which are supposed to ensure the wayfarer a peaceable passage along streets and highways. It is submitted that such a contrivance would in effect be a public nuisance, if only for the reason that it would distract the drivers of cars. A sudden bawl from a huge raucous voice might be taken for the sound of a horn in front or behind, and so cause accidents. The flash-light advertisements are bad enough; they are, of course, constructed to attract the attention of all in sight, and therefore to distract the eye of a driver from the road. With some effort he may keep his eyes away from the moving electric lights, but he cannot ignore the voice. Probably, however, local authorities have sufficient power to deal with the matter. Section 23 of the Municipal Corporations Act, 1882, enables boroughs to make bye-laws "for good rule and government, and for prevention and suppression of nuisances not already punishable in a summary manner," and s. 16 of the Local Government Act, 1888, extends this power to county councils. In *Mantle* v. *Jordan* [1897] 1 Q.B. 248, a bye-law against the use of violent, abusive . . . language, gesture, or conduct, to the annoyance of any person in a street" was upheld, and a person causing the nuisance was held to be rightly convicted, although he was actually on private premises while committing the nuisance. The Westminster Borough Council appears to have a bye-law against wireless loud speakers or gramophones, operated so as to cause a nuisance or annoyance, and a judge should surely have no difficulty in finding this *intra vires* if tested. The Advertisements Regulation Acts, 1907 and 1925, may also be suggested as affording remedies, but they are mainly directed against the disfigurement of scenery. Possibly, however, a loud speaker used for advertisement would "injuriously affect the amenity of any place frequented by the public solely or chiefly on account of its beauty or historic interest" within the latter Act.

The Right to take Lodgers.

The question whether the taking of a lodger into a house is a breach of a covenant against using the place otherwise than as a private residence came recently before Judge Turner at Westminster, in a case in which he dismissed a landlord's application for possession. He is reported to have laid down broadly that "to have a boarder in the house does not make it other than a private residence." Clearly, however, a house may be carried on for the business of a boarding-house, and that is an infraction of a covenant to use as a private dwelling-house only, as held in *Hobson* v. *Tulloch* [1898] 1 Ch. 424. In *Porter* v. *Gibbons* (1904), 48 Sol. J. 814, the Court of Appeal expressly left open the question whether the reception of "paying guests" was a breach of such a covenant. In *Thorn* v. *Madden* [1925] Ch. 347, however, a lady who took a house larger than she could afford and received paying guests in order to meet rent, rates and outgoings, was held by Tomlin, J., to have broken a covenant of this nature. The question as to how many paying guests or lodgers or boarders make a business may perhaps be compared with that other, as to how many stones make a heap. From *Campbell* v. *Lill* (1926), 70 Sol. J. 621, in which it was held that a statutory

tenant under the Rent Acts might lawfully sub-let part of his premises (distinguishing *Keeves* v. *Dean* [1924] 1 K.B. 685, in which the tenant assigned the whole), it may be deduced that a statutory tenant may take in a lodger or paying guest, or possibly more than one. The sub-letting of the whole or part of premises as affected by the Acts was also considered and dealt with in *Leslie* v. *Cumming* [1926] 2 K.B. 417, a case which was again decided in favour of the tenant.

The Purity of Water Supplies.

THE LEGAL problems with regard to the above were recently illustrated at Chester in *Chester Waterworks Company* v. *Graesser Monsanto Chemical Company, Ltd.*, in which the defendants were charged with causing filthy water belonging to them or under their control to run into the waterworks. In February the complainants had been notified by over a hundred consumers in two days that the water was unfit to drink and contained chemicals, and as the source of the trouble was not at the waterworks an examination was made of the River Dee. The river water near the defendants' factory was brown and covered with froth, and thousands of dead fish had been discovered, whereas the water was quite good upstream. The defence was that there was no analytical evidence that any discharge from the defendants' works had found its way into the relevant stretch of water, and that the carbolic taste of the latter might be due to sewers, disinfectants, and tar from roads. The amount of tar acid in the February sample was infinitesimal, and the mortality of the fish was not conclusive, as offences were alleged in March and April, but no fish had died after the 1st March. A certain amount of tar acid necessarily had to escape from such works in any situation, and samples were taken each day, but by the time the liquid had trickled into the river and become diluted, the pollution would not exceed one part in a million. The chairman, Mr. W. H. Denson, announced after a retirement, that the bench were of opinion that the prosecution had failed to make out their case, and the summons was accordingly dismissed.

Compensation for Road Widening.

THE NEED for precision in assessing the various items comprising an agreed total was shown in the recent case of *Ipswich Corporation* v. *Stoneman*, in which the plaintiffs claimed possession of seven and one-fifth rods of land fronting Yarmouth-road. The defendant admitted the execution of a conveyance of the land from himself to the plaintiffs, but he counter-claimed (*a*) cancellation on the ground of mutual mistake, or (*b*) £154 as the balance of compensation. The plaintiffs disputed further liability on the ground that they had already paid £400 as compensation for (*a*) the value of the land; (*b*) disturbance of business; (*c*) expenses of removal of buildings. The defendant's case was that the land was worth about £35, but that figure had not been included in the £400, and he was still liable for road-making charges at £1 7s. 6d. a foot frontage, amounting to the above sum of £154. He had been under the impression that he was only selling 15 feet, but the plaintiffs were claiming 21 feet 10 inches, and he had retained possession because he had received no compensation for the land. The case for the plaintiffs was that there had been no suggestion that the defendant could be liable for road-making charges, which in any case would not exceed £1 per foot, and that their valuer had agreed with the defendant's surveyor that £35 should be apportioned as the value of the land in the agreed sum of £400. His Honour Judge CHETWYND LEECH remarked that the conveyance mentioned £200 as the value of the land, and it was unfortunate that that figure bore no relation either to any known fact or to any agreement between the parties. He held, however, that no case of mutual mistake had been made out, as the defendant had conveyed the property and received the whole of the money he had expected. Judgment was therefore given for the plaintiffs on the claim and counter-claim, with costs, a stay of execution being granted on notice of appeal within fourteen days, and payment into court of £25 costs.

Criminal Law and Police Court Practice.

PROBATION AND MARRIAGE.—An interesting probation case is reported from Berlin, where a girl of twenty-two years of age has been sentenced to a year's imprisonment, to be suspended during a probationary period of three years, and to lapse at the end of that time if she remains of good behaviour. The judge thought the girl ought to break with a young man to whom she was engaged, whom he considered too young to look after her, and the girl agreed. The judge imposed as conditions of the probation that the girl should undertake not to marry during the three years, and to remain in domestic service in an institution under official surveillance.

The same judge is said to have imposed a condition recently on a young man, put upon probation for disfiguring a girl with vitriol, that he should marry his victim.

Interference by the courts with freedom to marry is at all times rather dangerous. We have never believed in pressure by magistrates to induce parties in a bastardy case to marry for the sake of the child, because many of those forced marriages turn out unhappily. To insert conditions in a probation order either compelling marriage or forbidding it seems to us a risky proceeding. A young man who agrees to marry a girl because it is part of his obligation under a probation order is not likely to prove a devoted husband. As to forbidding a young woman of twenty-two to marry for three years, this would in England seem rather contrary to public policy. To forbid marriage may be indirectly to encourage immorality.

CHANGE OF VENUE.—It must be difficult, in these days of cheap and enterprising newspapers, for jurors to approach a case of much public interest and importance without some knowledge or impression of the facts gleaned from the reports of preliminary proceedings or inquiries. Now and again a case excites so much local feeling that it becomes clearly desirable that the trial should take place in a calmer atmosphere than could be found at the appropriate court of quarter sessions or assizes with jurors drawn from the scene, or near the scene, of the events to be judged. Such a case arose recently in *R.* v. *O'Sullivan*, a charge of causing bodily harm originally committed to the Wiltshire Assizes, but removed by the High Court to the Central Criminal Court on the ground that local prejudice rendered it possible that the defendant might not obtain an unbiased trial at Salisbury. The accused was a racehorse trainer, and the case arose out of a dispute about the use of the Downs on which he trained his horses. In the result he was found not guilty and discharged. The importance of the case lies in the fact that it illustrates one of the many safeguards adopted by our system of criminal law administration for securing an absolutely fair trial.

"A HIDEOUS OFFENCE."—How far severity of punishment acts as a deterrent to potential offenders must always remain largely a matter of speculation. As a general proposition with reference to all classes of offence and offender it is doubtful whether severity is of much effect; certainty of capture and punishment is of far more importance, for, as PALEY pointed out long ago, offenders count on escaping altogether rather than on the leniency of the courts. It is, however, quite possible that persons who embark upon a career of a particular form of crime requiring forethought, as distinguished from those who offend occasionally on impulse, may well take into their consideration the possibility of capture and the probability of severe punishment on conviction. A blackmailer, for example, is generally a calculating criminal who lays his plans carefully and who is likely to be affected by the chance of a heavy sentence. At the present time judges are trying by two methods to reduce the prevalence of this particular class of crime, which is said to be rife: Firstly, by suppressing the names of the victims so that they need not be afraid of

damaging publicity if they prosecute, and secondly by imposing exemplary sentences. At the Central Criminal Court last week, Mr. Justice McCardie, in sentencing a man to ten years' penal servitude for blackmail, said: "that no fouler, no more callous, no more cruel offence could be charged against a man than blackmail. It had sapped and wrecked many a home and life and driven many men and women to suicide. He believed that it was more rife than people thought. . . . In his view the law must be merciless to secure the suppression of this hideous offence." The severity of the sentence is amply justified, if only by the fact that a persistent blackmailer is such a danger to society that he ought to be kept under lock and key as long as possible.

Sale of Goods: Partial Loss or Destruction.

[Contributed.]

The case of *Barrow Lane and Ballard Ltd.* v. *Phillip Phillips and Company Ltd.* [1929] 1 K.B. 574, decided a point of much commercial importance. Since the Sale of Goods Act was passed in 1893, many changes in the law have taken place, and it is strange that the point arising in this case, which has for many years been recognised as a *casus omissus* in the Act, has only so recently been decided.

For some years previously to the passing of the Act of 1893 it has been recognised as a part of the law merchant that where specified goods were subject to a contract for sale, and, without the knowledge of the seller, these goods had been destroyed before the contract was made, the contract for sale was void. The Sale of Goods Act, which was a codification of the existing law merchant, enacted and confirmed the above principle by s. 6, but did not attempt any further extension of it to cover partial loss or destruction of the subject-matter of the contract.

It must not, however, be thought that the difficulty arising from partial loss or destruction of the subject-matter of the contract had not been foreseen, but no doubt it was thought that this point ought to be decided in each case according to the nature of the subject-matter of the contract, and to the commercial practice governing such matters at the time when the difficulty arose. This view was in accordance with the wise policy, adopted throughout the Act, that the law merchant should be left, as much as possible, without legislative interference, and that it should be allowed to develop, as it had begun, by the custom of merchants, adjusting itself automatically to the requirements of ever-changing conditions.

Although the effect of loss or destruction of part of the subject-matter of a contract for sale of specific goods is not covered by the English code, it is not entirely uncovered by authority. In the 6th edition of "Benjamin on Sales," there occurs this paragraph at p. 162:—

> "When two or more things are sold for an entire price, or otherwise under an entire contract, and one or more of them have perished at the date of the contract, it is conceived that the contract is also void as to the remainder. This was, at least, the rule of the civil law, which says: '*Si duos quis servos emerit pariter uno pretio, quorum alter ante venditionem mortuus est, neque in uno constat emptio,*' and is in accordance with principle."

The same result had been anticipated by Sir Mackenzie Chalmers in his book on the Act.

Article 1601 of the French Civil Code recognises this principle by enacting that, in the case of partial loss, the buyer may either rescind the contract or have the price reduced by valuation.

Barr v. *Gibson* (1838), 3 M. & W. 390 is an authority for the statement that where before the date of a contract for the sale of specific chattels, the chattels have been so damaged as not to answer the description of them given by the contract, the contract is void. In this case the contract was for the sale of a ship which had stranded and become useless as such before the date of the contract; but, notwithstanding that the ship was then useless, it was held that the contract was not void, as the chattel sold was still a ship, and therefore it still conformed to its description in the contract.

In *Couturier* v. *Hastie* (1856), 5 H. of L.C., 673, the thing sold had ceased to be capable of sale and transfer before the contract for sale had been entered into.

The contract for sale was in respect of a cargo of corn in a ship, which, without the knowledge of the vendor and, before the date of the contract for sale, had become so heated that it had to be sold before completion of the voyage. In this case the contract for sale was held to be void.

Thus the law stood in regard to this matter when, in 1927, Messrs. Barrow Lane & Ballard Limited, the plaintiffs, bought 700 bags (about 25 tons) of Chinese ground nuts in shell; the contract for sale was in the following terms: "E.C.P. Lot 7. 700 bags (about 25 tons) Chinese ground nuts in shell (about equal to sample) at £16 5s. for ton ex store London. Lying at National Wharves. Gross Landing Weights.... Prompt 4th November 1927.... Net cash against delivery order."

On 11th October, 1927, the plaintiffs entered into an oral contract with Phillip Phillips & Co. Limited, the defendants, for the sale of "700 bags marked E.C.P. and known as Lot 7 of Chinese ground nuts in shell then lying at the National Wharves in London at the price of £28 per ton to be computed by reference to the gross landing weights previously ascertained when the said goods were landed and placed in store at the said wharves." The price computed on the gross landing weights amounted to £727 18s. 3d. and the defendants accepted two bills of exchange for £500 and £306 2s. 3d. respectively, which latter sum included payment for another debt due from the defendants to the plaintiffs; both bills were dated 11th October, 1927, and were handed over to the plaintiffs, in return for a delivery order, on the 12th of October, 1927.

At the date of the contract, 11th October, there were, in fact, only 591 bags left in the parcel on the wharf, the others having been either fraudulently abstracted or not delivered.

Wright, J., held that the parcel of 700 bags was an entire parcel and that as only part of the parcel had been delivered, both the original contract for sale of these bags and the sub-contract were void.

In his judgment the learned judge supported the expression of opinion by Sir Mackenzie Chalmers and in "Benjamin on Sales," and adopted these in his judgment.

This case, for which we have been waiting thirty years and more, will doubtless be treated as a leading case; it therefore requires some further examination. It will be observed that the judge treated the sale of 700 bags as an entire contract, basing his decision, it seems, on commercial custom as established or exemplified in *Behrend & Co.* v. *Produce Brokers Co.* [1920] 3 K.B. 530, in which case a cargo of cotton seed delivered in two parts, one part being delivered at an interval from the other, was held to be an entire parcel. In *Barrow Lane and Ballard Ltd.* v. *Phillip Phillips & Co. Ltd.*, it might also be said that the price paid, and represented by the two bills of exchange, was an entire price and that this case came within the rule of civil law, but the judge seems not to have based his decision on the latter point, but rather upon the former one. For this reason, it is submitted that the English rule is wider than the rule of the civil law, and that the question of whether the price is entire or not is only to be taken as an element of fact in deciding whether the contract is, or is not, entire.

This case cannot be said to have removed all doubts in the future and in every case, whether or not the destruction of part of the subject-matter of a contract for the sale of specific goods renders the contract void; it is possible to conceive of a case where the contract might, with due respect

to commercial custom, be held to be severable. But it does, at any rate, establish the principle that where the parcel is an entire parcel the destruction of part of it will render the contract void.

Auctioneering Topics and Reflections.

THE change in the political situation does not appear to have had any effect on the market for real property. The uncertainty for a while interfered with the course of events; but now that we know where we are, and that there is no prospect of any more burdens on property owners in the near future, business is proceeding just as usual. Many auctions continue to be announced, but it is just as well to remember, in case some people might be thinking that there was an uneasy feeling about, that this is the period of the year when the market usually gets very busy. While it does not matter very much in the case of the small urban residence or the freehold ground rent, a blue sky counts for a lot when one is inspecting a rural estate.

Neither land nor houses in this country suffered any depreciation during the war, and it is not likely that a Socialist administration, on its best behaviour, is likely to affect the market. Both have the recommendation of being necessities of life and as such never likely to fail in that demand which is the essential of every sound trading commodity. Further, the private ownership of one's own dwelling-house is acknowledged to be, under appropriate conditions, the premier security of the world; the test of good investment is the freedom from hazard of the income produced thereby; and, tried by this standard, the position of the house-owner is unique, since under no conditions can he lose his rent.

It is not at all unlikely that one of the first things the new government will do is to extend more clemency to the unfortunate individual who, through no fault of his own, finds his home included in what the local authority thinks fit to call a "slum area." If he happens to be the freeholder, he gets the actual site value as compensation; but if he has only a lease, no matter for how long it has to run, he gets nothing at all, except the best wishes of his evictors in the finding of a new habitation.

The use of superlatives in auctioneers' descriptions is not as common as it was in the days of GEORGE ROBINS; nevertheless, it is sometimes to be met with, and should not be indulged in without careful consideration, and certain indulgence is permissible and even necessary to attract; but the use should be confined within reasonable limits—sufficient to arrest attention and cause inquiry, but not so hyperbolical as to cause distrust, and raise suspicion as to the genuineness of the description. After all, the position of an auctioneer or estate agent entrusted with the sale of a property is analogous to that of an advocate in a civil cause, and the employment of judiciously selected adjectives is not only allowable but appropriate. Thus, many properties may be described as desirable, eligible or pleasantly or conveniently situated. But there are details that require more careful handling. For instance, a site that is dominated to a great extent by ancient lights or other easements, should not be put forward as capable of profitable development.

The gap in the housing supply is still much in evidence, and speculative builders would do a lot towards easing the situation if they recognised that the time of big prices that prevailed soon after the war is now a thing of the past. In the case of houses available for letting purposes, if the rents of the houses erected by local authorities are to be less, the properties must cost less; but that would mean more subsidies, which, like poor relations, have a habit of prolonging their visits. If the building operatives continue in their present good humour, and the speculator elects to accept a good tenant instead of waiting for an unlikely buyer, things will right themselves in a short time.

Liability for Natural Decay.

THE recent decision of EVE, J., in *Pontardawe Rural District Council* v. *Moore-Gwyn*, is of particular interest as a review of a series of decisions touching the liability of property owners for damage resulting to other persons and their property by reason of what may be termed "natural decay."

The facts of the case were within a very small compass. The defendant owned an estate in Wales which included some high rocky land. In January, 1928, a mass of rock fell from the face of a cliff from a height of about 200 feet upon a house belonging to one JENKINS which stood below. It transpired in the course of evidence that more than two years prior to this happening the plaintiff council had called the defendant's attention to the dangerous state of the rocks, and the defendant, whilst not admitting any liability, put up a fence to keep people away from the zone of danger. After the fall of rock an inspection made on behalf of the Ministry of Health revealed the fact that the fall of rock was due to weather conditions and that further falls might be expected. In these circumstances the plaintiff council sought a declaration that the rocks constituted a public nuisance within the meaning of s. 91 of the Public Health Act, 1875; or if not a public nuisance, then they contended, by way of alternative, that it was a private common law nuisance to JENKINS, and that in either case the defendant was liable to take the necessary measures to have the rocks made safe and to maintain them so for the future.

EVE, J., in the course of his judgment described the action as "an attempt to impose on an owner who was using and enjoying his land in the ordinary manner of its use, and reasonably, liability for damage sustained by the property of another through natural agencies." He drew attention to the judgment of the Privy Council in *Rickards* v. *Lothian* [1913] A.C. 263, where an important corollary was grafted upon *Rylands* v. *Fletcher*. He pointed out that WRIGHT, J., in *Blake* v. *Woolf* [1898] 2 Q.B. 426, had stated the rule and exception in *Rylands* v. *Fletcher*, thus:—

> "The general rule as laid down in *Rylands* v. *Fletcher* is that *primâ facie* a person occupying land has an absolute right not to have his premises invaded by injurious matter such as large quantities of water which his neighbour keeps upon his land. That general rule is, however, qualified by some exceptions, one of which is that where a person is using his land in the ordinary way and damage happens to the adjoining property without any default or negligence on his part, no liability attaches to him."

The corollary added to the decision in *Rylands* v. *Fletcher* by *Rickards* v. *Lothian*, was to the effect that where the proximate cause of the damage complained of is shown to be the malicious act of a third party against whose misdoing no reasonable precautions would have been effective, the defendant is not liable in the absence of a finding either that he instigated it or that he ought to have foreseen and provided against it. In that case continuous overflow of water from a lavatory basin on the top floor of a building leased to defendant caused damage on the second floor. It was proved that the overflow was caused by the malicious act of some person in plugging the waste pipe and then turning the tap full on. The jury found that the defendant had neither instigated it nor could reasonably have prevented it. Upon this finding the court held that the fact of the defendant having on his premises a proper and reasonable supply of water was an ordinary and proper user of his house, and although he was bound to exercise all reasonably care he was not responsible for damage not due to his own default, whether caused by inevitable accident or the wrongful acts of third persons.

Another case cited during the hearing was *Smith* v. *Kenrick*, 7 C.B. 515. In that case the owner of a coal mine had worked out all his coal without leaving any barrier between his own pit and an adjoining pit on a lower level so as to prevent the water percolating from his higher level to his neighbour's

lower level. Here the court decided that in the absence of any servitude it is the right of each owner of adjoining mines to work his own mine in a manner most convenient and beneficial to himself, even though by so doing the natural consequence will be injury to the owner of the adjoining mine—subject to this injury not being due to negligence or actual malice.

A Conveyancer's Diary.

Compound Settlements—(*continued from p.* 361).

Continuing with the subject of compound settlements at the point at which I left it last week, it is to be noted that the provisions of s. 31 of the S.L.A., 1925, apply to settlements coming into operation before, as well as after, the commencement of the Act, but, as has been pointed out, without prejudice to any appointment by the court of trustees of the compound settlement and of the power of the court to appoint such trustees after the commencement of the Act.

There is yet another provision with regard to trustees which ought to be mentioned. It is a not uncommon occurrence for a settlement to be made by reference to another settlement. With regard to trustees in such a case it is provided by s. 32 (1) that—

> "Where a settlement takes or has taken effect by reference to another settlement the trustees for the time being of the settlement to which reference is made shall be the trustees of the settlement by reference, but this section does not apply if the settlement by reference contains an appointment of trustees thereof for the purposes of the Settled Land Acts, 1882 to 1890, or any of them or this Act."

Like s. 31, the section applies to instruments coming into operation before, as well as after, the commencement of the Act and is without prejudice to any appointment made by the court either before or after such commencement. A settlement by reference to another settlement is defined as "a settlement of property upon the limitations and subject to the powers and provisions of an existing settlement with or without variations." These are useful provisions and with s. 31 considerably reduce the number of occasions when it will be necessary to apply to the court for the appointment of trustees. It was at one time doubtful whether or not a settlement by reference constituted together with the settlement referred to a compound settlement. It has been decided that there is no compound settlement in such a case (see *Re Adair* [1927] W.N. 229, followed in *Re Shelton's Settled Estates* [1928] W.N. 27).

Another point which arises in connexion with compound settlements is with regard to an assignment by a tenant for life in consideration of marriage or as part of a family arrangement. It is provided by the S.L.A., s. 104 (11), that—

> "An instrument whereby a tenant for life, in consideration of marriage or as part of any family arrangement, not being a security for payment of money advanced, makes an assignment of or creates a charge upon his estate or interest under the settlement is to be deemed one of the instruments creating the settlement, and not an assignment for value for the purposes of this section."

The effect of this sub-section seems to be that a tenant for life who has assigned his life interest in consideration of marriage or as part of a family arrangement is placed in a different position from a tenant for life who has assigned his life interest for valuable consideration to a purchaser or mortgagee. In the former case the assignment is to be considered part of a compound settlement, whilst in the latter it is not: see *Carnarvon's (Earl of) Chesterfield Settled Estates* [1927] 1 Ch. 138.

In this connexion it will be remembered that where a tenant for life had assigned his life interest before 1926, the consent of the assignee is required to any exercise of the powers of the tenant for life, except that, unless the assignee is in possession, such consent is not required for making leases which are in conformity with the Act or for the investment of capital money: S.L.A., 1925, s. 104 (3). But a purchaser is not concerned to inquire whether such consent has been obtained: *ibid.*, s. 104 (5) (*a*). In the case, however, of assignments made after 1925, the consent of the assignee is not requisite to any exercise of the tenant for life's powers, but the assignee is entitled to the same or the like estate or interest in the land, money or securities representing the land, money or securities comprised in the assignment as he had in the latter by virtue of the assignment: s. 104 (4) (*a*). But if the assignment so provides, or if it takes effect by the operation of the bankruptcy law, no investment or application of capital money shall be made without the consent of the assignee, except an investment authorised by statute for the investment of trust money: *ibid.*, s. 104 (4) (*b*). In assignments by a tenant for life it is therefore desirable to provide expressly that no investment of capital money (other than in statutory trust investments) is to be made without the consent of the assignee. It is, presumably, considered that an assignee is not prejudiced if the investments of capital money are in securities authorised by statute. Any further or additional powers authorised by the settlement cannot be exercised without the consent of an assignee of the life estate: see *Re Cowley's Settled Estates* [1926] Ch. 725.

In s. 91 of the Act there are important provisions as to different estates settled upon the same limitations by different settlements. The section gives rise to several difficulties which I hope to deal with at some future time, but for the present I must be content with showing what the effect of the provisions in question is. In effect the section provides that where estates are settled by different settlements upon the same limitations, whether by reference or otherwise, the estates or any two or more of them, as the case may require, may be treated as one aggregate estate which shall be settled land. It will be noticed that the section applies whether or not the limitations are by reference. If the trustees for the purposes of the Act of the two or several settlements are the same persons, they are the trustees of the aggregate estate for all the purposes of the Act.

There is power for capital money arising from one estate being applied as if it had arisen from another. If the trustees of the settlements or any two or more of them are not the same, any notice required to be given under the Act must be given to the trustees of every settlement which comprises any part of the land to which the notice relates. In such a case capital money arising upon any sale of land subject to more than one settlement must be apportioned between the trustees of the different settlements in such manner as the tenant for life thinks fit, and further at the direction of the tenant for life capital money arising from land subject to one settlement may be paid over to the trustees of one of the other settlements and applied as if it had arisen under the latter settlement. The section is made to apply to settlements of money liable to be laid out in the purchase of land in the same manner as though the land had been purchased. It is important to note that whilst these provisions apply only to settlements upon the same limitations, it is expressly declared that estates shall be deemed to be settled upon the same limitations notwithstanding that any of them may be subject to the incumbrances, charging, etc., to which the others are not subject, but in that case the powers as to the application of capital money are not exercisable without the leave of the court. I must reserve further comments on this subject to a future Diary.

Landlord and Tenant Notebook.

Alternative Accommodation. Letting in Consequence of Employment.

By virtue of para. (*d*) of s. 4 " 5 " (1) of the Rent and Mortgage Interest Restrictions Act, 1923, a landlord who is seeking to obtain possession on the ground that the premises are required for occupation as a residence for himself or for any other person mentioned in that paragraph must prove the existence of alternative accommodation.

This requirement is, however, dispensed with in certain cases, among them being the case " where the tenant was in the employment of the landlord or a former landlord, and the dwelling-house was let to him in consequence of that employment and he has ceased to be in that employment " (para. (i)).

The meaning of this paragraph was again recently considered in *Murton* v. *Aldis* (1929), 167 L.T. 329, the material facts of that case being briefly as follows :—

The appellant Murton had worked for his employers at certain gasworks from April, 1920, till January, 1921, and at the commencement of his employment a cottage adjoining the gasworks had been let to him in consequence of his employment.

In January, 1921, his employment was terminated and he was given notice to quit the cottage, and he was at the same time requested to pay a certain sum for rent, the amount of which was ultimately settled by the county court at 5s. per week on an application being made for that purpose by the tenant.

The appellant remained in occupation and paid rent up to the 8th September, 1928. Previously thereto, namely on the 1st June, 1928, the gasworks and the cottage were sold by the landlords to a limited company. On the 22nd September, 1928, this company served a notice to quit on the appellant, who thereupon tendered the amount of the rent due, which however was refused.

The company subsequently took proceedings under the Small Tenements Recovery Act, 1838, to recover possession, on the ground that the premises were reasonably required by them as a residence for a man engaged in their whole time employment at the gasworks. The company, however, did not offer any alternative accommodation, contending that the case fell within the above para. (i).

The Divisional Court, reversing the decision of the justices, were of opinion that the above paragraph did not apply, on the ground that although the premises might have originally have been let to the appellant in consequence of his employment, yet at the time of the proceedings in ejectment the tenancy under which the premises were then being held was an entirely new tenancy, created after the termination of the original tenancy, and that such new tenancy was not in consequence of the appellant's employment, that employment having in fact at the time been terminated. In the circumstances, therefore, the landlord could not recover possession, because the existence of alternative accommodation had not been proved.

The decision of the Divisional Court is in accordance with the unreported decision in *Bond* v. *Pettle* (*Times*, 15th January, 1921).

In that case an agricultural labourer was required to occupy certain premises in consequence of his employment without any tenancy thereby being created, the value of the accommodation (3s.) being deducted from his wages. Subsequently, on the termination of his employment, he was permitted to occupy the cottage at 3s. per week.

It was held by the Divisional Court that the case did not fall within para. (i), as there was no tenancy at all until after the employment had ceased, so that the tenancy then created could not be said to be a tenancy in consequence of his employment.

Bond v. *Pettle* was followed in the Irish case of *G.N.R. Co.* v. *Best* (1921), 55 I.T.L.R. 56.

In that case the plaintiff company had let a cottage to the defendant, who was in their employment, at 5s. per week, which amount was deducted from his wages, on the terms that the tenancy was to terminate on the determination of the defendant's employment, or at any time on one week's notice by the landlord. On the termination of the defendant's employment he was allowed to occupy the cottage at the same rent as before, and on the plaintiff company subsequently taking proceedings to recover possession, it was held that para. (i) did not apply on the ground that the original tenancy which was in consequence of employment had terminated with the termination of the defendant's employment, a new tenancy having been thereafter created which was not in consequence of employment.

With these cases should be contrasted the case of *Lever Bros.* v. *Caton* (1921), 37 T.L.R. 661. There the defendant was a tenant " in consequence of employment," and on the termination of that employment he was allowed to continue in possession, there being at that time no means under the Rent Acts for evicting him. On the passing of the Rent Act of 1920, the landlords served a notice to quit, and commenced proceedings. The court held that the case came within para. (i) on the ground that the defendant was a statutory tenant on the termination of his employment.

Lever Bros. v. *Caton*, however, is distinguishable from the other cases, on the ground that while in the latter cases a new *contractual* tenancy was created *after* the termination of the employment, in the former case the original tenancy, though determined, became and merged, as it were, into a statutory tenancy, so that the tenant could still be regarded as being in possession by virtue of a tenancy in consequence of employment (see per LUSH, J., in *Lever Bros.* v. *Caton*, *supra*, 37 T.L.R., at p. 665).

Our County Court Letter.

THE CONTRACTS OF UNINCORPORATED BODIES.

LIABILITY in respect of the above has been considered in two recent cases. In *Gale Lister & Co., Ltd.* v. *Faulkner and Scott*, at Leeds County Court, the plaintiffs claimed £28 in respect of goods supplied to the Whitley Bay Sports Club. The defendants were the secretary and president respectively, and His Honour Judge Woodcock, K.C., held that a man who signed himself as secretary never purported to do anything except under the order of others, although the position of the president was different. Where there was an ordinary club run by a committee, it was impossible to sue the club by reason of its not being an incorporated body, but certain persons could be sued as representing the club. In the ordinary way the committee represented the club, but the mere fact of a person being a member of the committee did not render him liable, and the issue was whether he had also held himself out as being responsible for the goods supplied. In the above case the defendant Scott—having signed cheques from time to time—had full knowledge of the transactions, and a letter written to him pressing for payment was eventually communicated to the club, as a result of which a cheque was forwarded. He was therefore liable for the amount claimed as a person who authorised or acquiesced in the orders being given, and judgment was given accordingly, i.e., for the defendant Faulkner, but for the plaintiffs against the defendant Scott, with costs.

In *Reynolds* v. *Shafran, Berry and Kershaw*—an appeal from Alfreton County Court—the plaintiff claimed £21 2s., being the balance of an account for printing the *Stepney Labour Times*. The first-named defendant was the political agent of the Mile End Labour Party, and the other two were joined as representing themselves and all other members of the party to the

number of about a thousand. The above party having decided to publish the newspaper, arrangements were made with the Labour Party Propaganda Publishing Service, a firm which in turn arranged with the plaintiff to do the printing. One of the partners subsequently retired, and the other refused to accept further responsibility, but the first-named defendant then made direct arrangements with the plaintiff. The latter continued to print the paper until pressure was brought to bear for the printing to be done locally, and in default of payment the plaintiff sued for his unpaid balance. His Honour Judge Proctor gave judgment for the plaintiff against the defendants personally, but Mr. Justice Mackinnon and Mr. Justice Humphreys varied the judgment by restricting the liability to the representative capacity of the defendants.

The problem of whom to sue may be solved by reference to two authorities. In *Walker* v. *Sur and others* [1914] 2 K.B. 930, the plaintiff claimed £560 as architect's fees against the Brotherhood of St. John, consisting of 1,800 members mostly residing abroad. The prior of Scorton, Yorks, and three other brethren were sued on their own behalf and on behalf of all other members, but the plaintiff—in order to bind the brotherhood and its property—obtained an order directing the defendants to defend on behalf of or for the benefit of all persons interested. The Court of Appeal held, however, that there was no right to a representation order under Ord. XVI, r. 9, as the claim was based on a common law action for debt, but the defendants were not trustees and execution could not be enforced against all the persons sought to be represented. In *Ideal Films, Limited* v. *Richards and others* [1926], 70 Sol. J. 1138, the plaintiffs sued eleven committeemen and the six trustees of the Llanbradach Institute for the hire of films, and a representation order was made for the action to be defended on behalf of the members of the institute by the committeemen only. The Court of Appeal, however held that (1) no inconvenience or embarrassment would result from the joinder of the trustees, there being no claim against them personally; (2) they could therefore be sued in their representative capacity whereby equitable execution would be obtainable against the property of the institute.

It is to be observed that the County Court Rules provide for the following amendments: under Ord. XIV, r. 5, if a party sues or is sued in a representative character, the action may proceed on terms as if he had sued or been sued in his own right; under r. 6, the reverse position is provided for, and personal liability may be avoided in an appropriate case.

Practice Notes.

THE OWNERSHIP OF ELEMENTARY SCHOOL FURNITURE.

The problems arising out of a transfer of control were illustrated in the recent case of *Surtees and Others* v. *Earl Fortescue and Others*, at South Molton County Court. The plaintiffs were the vicar and churchwardens of Exmoor, and claimed to be the constructive owners of certain furniture in a school at Simonsbath, which had formerly been non-provided, but had become a provided school on being taken over by the Somerset County Council. The latter had declined to purchase the furniture, and the plaintiffs therefore made arrangements to remove it to the vicarage in their capacity of foundation managers, but it was then discovered that the defendants claimed to have been managers, and had already moved the furniture to Earl Fortescue's wool chamber. The plaintiffs accordingly claimed damages for trespass, but it was contended for the defence that there was no case to answer, on the grounds that (1) the plaintiffs had not proved possession of the furniture, which was acquired for the benefit of the school prior to 1903, and was already vested in foundation managers before the vicar was appointed in 1918; (2) a new lease was made in 1925, when Earl Fortescue appointed four other foundation managers, not including the plaintiffs; (3) a subsequent lease had been made to the county council with another body of managers. His Honour Judge Lindley held that there was no trespass, apart from the question of ownership, as the present managers were not the servants of the plaintiffs, who therefore never had possession. Judgment was therefore given for the defendants, with costs on scale A.

CHARWOMEN AND WORKMEN'S COMPENSATION.

In the recent case of *Airey* v. *Turner*, at Ipswich County Court, compensation was claimed in respect of the following accident. The applicant had been scrubbing above a cupboard in the course of spring cleaning, when the steps collapsed and caused injuries which resulted in a month's incapacity. The applicant had worked for the respondent on previous occasions, but in the month preceding the accident she had been asked to work regularly on Tuesdays and Fridays, at the rate of 4s. a day and meals. The applicant also worked on three other half-days for other ladies, at the rate of 2s. a half-day, with the result that her weekly wages were 14s., plus board at 6s. a week, and an award was, therefore, claimed at 15s. a week for four weeks. The respondent admitted the facts, but it was contended on her behalf that the applicant was only casually employed, and therefore outside the provisions of the Act. His Honour Judge Chetwynd Leech held that the applicant was in regular employment, and was entitled to an award for the amount claimed. This decision followed *Dewhurst* v. *Mather* [1908] 2 K.B. 754, in which a charwoman was employed by the respondents on Fridays and alternate Tuesdays, and worked for different people on other days. In consequence of a pin-prick she suffered permanent incapacity from blood poisoning, and the Court of Appeal upheld an award in her favour. On the other hand, it was decided in *Stoker* v. *Wortham* [1919] 1 K.B. 499, that where a temporary cook was engaged to live in at the rate of 15s. a week for fourteen days, with an option to stay longer while the regular cook was on holiday, the employment was only casual and compensation could not be recovered.

Reviews.

The Companies Act, 1929. Being a Reprint of the Act bound up with an Index and Tables. By Cecil W. Turner, Barrister-at-Law. London: The Solicitors' Law Stationery Society, Ltd. 9s. 6d. net.

Mr. Turner, whose intimate knowledge of company law is well known, has again laid the profession under a debt of gratitude for having brought out with such promptitude a reprint of the recent statute, with an excellent Index and Tables showing where the corresponding sections of the repealed Acts are to be found in the new legislation, and *vice versa*. Lawyers, it is to be feared, do not appreciate as greatly as they ought the work of the expert indexers; but they have learned from experience Mr. Turner's skill in this matter. His Index to the new Act is a model of what such a work should be; it is of ample dimensions, thus making the Act easy of reference, both section and page being given in each instance. As the provisions of the former Acts, although reproduced in the new statute, have not only been re-grouped, but have likewise been considerably re-cast, the Tables appended to this edition will be found of immense value in locating the precise position of the old enactments in their new form, and this is further aided by the addition to the marginal notes of references to the various sections of the repealed Acts. The new Act, it is to be noted, only comes into operation on the first day on which, by virtue of Orders in Council under s. 118, s-s. (1), of the Companies Act, 1928, all the provisions of that Act will be in operation—see s. 385, s-s. (2), so that, as Mr. Turner points out, his work must be

regarded as a guide to the contents of an Act which is in a state of suspended animation, but, as in his view, the Act is likely to come into force during the present year, it was wise to publish the Index at once so that practitioners may, through it, familiarise themselves with the re-groupings and re-castings of the law. Altogether an excellent piece of work. H.

Shipping Inquiries and Courts. By A. R. G. McMillan, M.A., LL.B., Advocate of the Scots Bar. Stevens & Sons, Ltd.

In this welcome volume the author has performed a useful and necessary work by arranging systematically and explaining the somewhat numerous and complicated sections of the Merchant Shipping Acts relating to shipping inquiries and courts. A comprehensive list of decided cases, and a quantity of useful information in the appendix make it a work of practical utility and one which will undoubtedly materially assist in promoting general uniformity of principle and practice in shipping tribunals. As the author points out, such uniformity of principle and practice is eminently desirable, and particularly so in view of the wide field, geographical and legal, that such tribunals embrace. The courts were created for the joint purpose of assisting the Board of Trade in their duty of preserving a reasonable standard of safety of life at sea, and of maintaining the private rights of individuals in cases where they appear to be in conflict with the public interest as interpreted by the Board of Trade.

Books Received.

The Trial of Jesus Christ. By The Right Hon. Lord Shaw of Dunfermline, K.C., LL.D., Lord of Appeal. Foolscap 8vo. 55 pp. 1929. John o' London's Little Books. No. 16. London: George Newnes, Ltd. 2s. net.

County Court Practice Made Easy; or Debt Collection Simplified. By "A Solicitor." Sixth Edition (re-written). 1929. pp. x and 177. London: Effingham Wilson. 5s. net.

Isalpa. The Monthly Journal of the Incorporated Society of Auctioneers and Landed Property Agents. Vol. III. No. 30. June, 1929. "Isalpa," 26A, Finsbury-square, E.C.2.

The Journal of the Auctioneers' and Estate Agents' Institute of the United Kingdom. Vol. 9. Part 6. June, 1929. Issued only to Members. 29, Lincoln's Inn Fields, W.C.2.

The Law Student. A Magazine for Students and Lawyers. Vol. VI. No. 5. May, 1929. The American Law Book Co., Brooklyn, New York.

The Panel. A Publication devoted to the Exchange of Views of Public Officials and Citizens in the Effort to prevent Crime and secure the True Administration of Justice. Vol. 7. No. 3. April-May, 1929. Published monthly by the Association of Grand Jurors of New York County.

The News Sheet of the Bribery and Secret Commissioners Prevention League, Incorporated for the Upholding of Honesty in the Professions, Business, etc., and for Combating Unfair Competition. London: 22, Buckingham-gate, S.W.1.

The Journal of Comparative Legislation and International Law. Third Series. Vol. XI. Part II. May, 1929. Issued to Subscribers only.

Balance Sheet Values. By P. D. Leake, F.C.A. pp. xi and (with Index) 75. 1929. London: Gee & Co. (Publishers), Ltd. 3s. 6d. net.

Super-Tax in Relation to Limited Companies. Stanley Spofforth, Incorporated Accountant. With a Foreword by Col. Gilbert P. Norton, M.A., F.C.A., Chartered Accountant. pp. xvi and (with Index) 96. London: Gee and Co. (Publishers), Ltd. 7s. 6d. net.

Modern Office Machinery. Being a Practical Handbook on the Construction, Methods of Work, etc., of the most modern types of Office Machinery for the use of Principals, Directors, Managers and others. Leonard P. Foster, F.C.I.S. pp. xiv and (with Index) 163. 1929. London: Gee & Co. (Publishers), Ltd. 12s. net.

The Juridical Review. Vol. XLI. No. 2. June, 1929. Edinburgh: W. Green & Sons, Ltd. 5s. net.

Personal Actions at Common Law. Ralph Sutton, M.A., Barrister-at-Law, Reader in Common Law to the Council of Legal Education. With a Foreword by The Right Hon. Lord Atkin of Aberdovey, Chairman of the Council of Legal Education. pp. xv and (with Index) 220. London: Butterworth & Co. (Publishers), Ltd. 12s. 6d. net.

Chapters on Current International Law and The League of Nations. Sir John Fischer Williams, C.B.E., K.C., of Lincoln's Inn, Barrister-at-Law, Sometime Fellow of New College, Oxford, British Legal Representative on the Reparation Commission, a Lecturer at the Hague Academy of International Law. pp. viii and (with Index) 513. 1929. London: Longmans, Green & Co. 25s. net.

Legal Parables.

XXXV.

Fortiter and Suaviter.

Mr. Sterne had a harsh voice and a kind heart; he was also a magistrate and a moralist. He lectured the prisoners who came before him, spoke much about their moral turpitude, prophesied penal servitude and perhaps the gallows as their ultimate destination; then he generally handed them over to the probation officer, or imposed a small fine or a short term of imprisonment.

Yet he was unpopular, and appeals from his decisions were many.

So one day he sought counsel with his colleague Mr. Mellow, who had been on the bench for many a long year and was held in high esteem by the public and even by the press. And he said: "Tell me, Mellow, why is it that I am so often at loggerheads with counsel and solicitors? Why are there so many appeals? I'm not half as severe as you are, and yet everything goes smoothly with you."

"Well, now," replied Mr. Mellow, "if you don't mind my saying so, it's partly your voice, and partly your manner. Shall I tell you what I do? I always invite the prisoner to take a seat while the case is heard. I never argue with practitioners: I just let 'em run on and then compliment them on an able defence. I never slang the prisoners, because it's a waste of breath. When I sentence 'em I don't shout at 'em as you do; I put the soft pedal on. I never give *quite* the maximum sentence. For instance, I'll say six months, then pause a moment and say that perhaps this time five months will suffice, but let it be a warning. Most of the prisoners thank me because I've been so good to 'em. . . . Now you, my dear Sterne, you get on their nerves by telling 'em how wicked they are, and, what's worse, doing it in a very nasty, harsh tone of voice. Consequently, even if you let 'em off, they always scream and have to be dragged out of the dock by two or three policemen, and vow they'll appeal. What you want is a bit more *suaviter in modo*. If you get that you can afford a bit more *fortiter in re* as well. As a matter of fact you're too jolly mild."

Obituary.

Mr. FRANCIS WATTS.

Mr. Francis Watts, Solicitor, senior member of the firm of Watts, Woollcombe & Watts, Solicitors, of 33 Court nay-street, Newton Abbot, died there on Tuesday last. Mr. Watts, who was admitted in 1872, had been actively associated with the South Devon Cricket Club for sixty-five years, and was President at his death. For over thirty years he served as Clerk to the Teignbridge Justices, and was formerly Clerk to the Newton Abbot Urban District Council. He was also Secretary to the Newton Abbot College. H.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Agricultural Credits Act, 1928—Whether Nurseryman within Act.

Q. 1653. A nursery gardener has mortgaged the freehold of his premises, and is now desirous of giving a charge to his bankers under the Agricultural Credits Act, 1828, to secure an overdraft. Included in his stock is some thousands of pounds worth of shrubs and trees used in connexion with his business. By s. 8 (6) of the Act the rights of the bank under a charge in respect of "growing crops" are to have priority to those of a mortgagee. Under s. 5 (7) "farm stock" (which the borrower is empowered to charge to the bank pursuant to the Act) means, *inter alia*, "horticultural produce." The question is, are the shrubs, trees, etc., forming a large part of the nurseryman's stock "growing crops" within s. 8 (6) so as to be covered by the bank's priority as against the mortgagee?

A. As far as is known there has been no judicial consideration of the meaning of "horticultural" except in the case of *In re Prior*, 43 T.L.R. 784, where Roche, J., was determining liability for unemployment benefit. *Hortus*, from which the word was derived, meant a garden, including a flower, vegetable or fruit garden, or vineyard, and horticulture in its usually accepted sense is the cultivation of flowers and vegetables for sale and the growing of fruit trees for the sale of their produce. A market garden is clearly within the Act. The definition of market garden in Agricultural H. A., 1923, is the hardly illuminating one of a holding cultivated wholly or mainly for the purpose of the trade or business of market gardening. In the Agricultural Rates Acts agricultural land includes market gardens and nursery grounds, indicating therefore a clear distinction between the two. The opinion is given that a nurseryman is not within the Act and in the absence of further authority a bank could not be advised to lend money to a nurseryman on a security of purporting to be given under this Act.

Rateability of Temporary Buildings.

Q. 1654. A rents a small plot of land for 10s. a year, upon which he has erected a wooden garage. This garage is built in sections and rests upon sleepers on the ground, but is not attached to the freehold, and can be taken to pieces and removed at the will of A. B has a similar building, but in this case it is erected on part of his garden ground surrounding his house. C has a pigeon cote erected on part of a field, for such site paying £1 a year. The local authority has assessed these buildings under the Rating and Valuation Acts. We contend that by their nature these are buildings which cannot be assessed but have not been able to find authority for this contention. Are we correct in our contention, and what authority can be quoted?

A. The rating authority is correct. The attachment of the buildings to the ground is not the test of rateability. Many glass-houses only stand by their own weight. See *Mitchell* v. *Worksop Union* (1904), 92 L.T. 62, where railway carriages occupied as dwelling-houses were held assessable.

Settled Land—Death of Tenant for Life—General Grant—Assent—Position of Person in whose favour Assent is made.

Q. 1655. A, by her will, made in 1878, devised a freehold house to her niece, B, for her life, and after her death, to B's daughter, C, and appointed an executor and trustee of her will, who proved the same, but died many years ago. A died in 1882. B made her will in 1914, appointing an executor, and died in 1927, and her will was proved by the executor nominated in her will, who took a general grant, and who now proposes, as the personal representative of B, to make an assent in favour of C. In view of the recent decision in *Re Bridgett & Hayes Contract*, 71 Sol. J., 910, the vendor's solicitor contends that this procedure is correct, but the doubtful point appears to be whether B's executor can effectually give the assent to C. Assuming that there are now living executors or trustees of the will of A's executor, are they not the proper persons to give the assent in favour of C joining in such assent, if thought advisable, the executor of B? Although there were no trustees of the settlement at the death of B who could take a special grant of probate of B's will limited to the settled land, is the case one in which trustees of the settlement should have been appointed in order to take the special grant who could then, by assent, vest the property in C, or was C the proper person to take the grant, as she is entitled to the property? Apart from the decision referred to, B's executor, not being an original executor of the will of A, could not possibly have given an assent to C, and, except for the fact the property was settled land, and now appears not so to be, B's executor appears to have no right to deal with the property of A now devolving to C under A's will.

A. As far as a purchaser, the case is covered by *Re Bridgett & Hayes*, 71 Sol. J., 910. A general grant has been made to B's executor with the result that the legal estate, which had, by virtue of the L.P.A., 1925, 1st Sched., Pt. II, paras. 3, 5, 6 (*c*), become vested in B, is now vested in B's executor. The assent by such executor is required to vest that legal estate in C. In favour of a purchaser the grant will not be invalidated even though it should later transpire that it has been made to the wrong person: L.P.A., 1925, s. 204 (1). Thus, after assent, C can make title to a purchaser. For practical purposes therefore, C's position, after assent, made by the B's personal representative, is perfectly satisfactory.

Assessment of Sporting Rights.

Q. 1656. We act for the owner of an estate, who lets his land and reserves the sporting rights, part of which consists of trout fishing in streams through the lands let. He separately lets the fishing. Part of the estate is in one income tax district and the remainder in another. In district No. 1 the inspector has raised no assessment under Schedule B, saying "as the property from which the fishing is exercised is owned by the estate, the fishing will not be separately assessable so long as the present circumstances continue." In district No. 2, where the circumstances are exactly the same, the inspector has made an assessment on the rent received for the fishing, and on our writing him in the same terms as per inspector of district No. 1, he states he does not agree, and asks for our authority.

A. The inspector in No. 2 district would appear to be correct in his contention. The assessment of sporting rights is somewhat complicated. Where an owner lets land and retains the sporting rights for his own benefit, it is the practice of the authorities not to raise assessments on the grounds that the cost of preserving would at least equal any "income" arising from the sporting. In this case the fishing rights are let, although to a separate tenant, and in such circumstances the Revenue raise assessments under Schedule A, but not also under Schedule B. Where the land and the sporting rights are both retained by the owner, and where they are

both let to one and the same persons, assessments under Schedules A and B are raised. The best course to adopt in this case is to accept the ruling of both inspectors until the official in district No. 1 changes his view.

Partnership Property—Death of Partner since 1925—Acquisition of Entirety by Surviving Partner.

Q. 1657. A.B. and C.D. were partners and the owners of leasehold property which was assigned to them as part of their partnership property. A.B. died in 1926, and by his will appointed C.D. and E.F. executors thereof. Under the will C.D. is one of the residuary legatees and his interest thereunder exceeds the value of deceased's share in the partnership property. C.D. wishes to take this property in part satisfaction of his interest under the will and the other residuary legatees are *sui juris* and willing that he should do so. What is the best method of vesting the property in C.D. and what stamp duty will be payable ? The value of deceased's interest in the partnership property is £1,200.

A. We assume that the assignment was dated prior to 1926. On the 1st January, 1926, the land was vested in A.B. and C.D. upon the statutory trusts for themselves, either by virtue of L.P.A., 1925, Sch. I, Pt. IV, para. 1 (2) or s. 36 (1), and C.D. is now the surviving trustee. We suggest that C.D. and E.F. should (with the consent of the residuary legatees under the will of A.B., or by way of an appropriation under A. of E. Act, 1925, s. 41), as the personal representatives of A.B., assign his equitable interests to C.D., who, being then the survivor of joint tenants and solely and beneficially interested, will be able to deal with his legal estate as if it were not held upon trust for sale. (L.P.A., 1925, s. 36, as amended by L.P. (Am.) A., 1926, Sch.). A 10s. stamp will apparently suffice. The partnership articles will not be put on the title. The fact that the property was partnership property created a tenancy in common in equity, the exact nature of which will not be material to the title for the future, between the only two partners A.B. and C.D.

Undivided Shares—Vesting.

Q. 1658. A, a married woman, and B, her husband, prior to 1st January, 1926, are both seised of certain lands as tenants in common. A dies before 1st January, 1926, and by her will appoints her husband, B, sole executor, and devises all her real estate to her husband, B, for life, and thence for her nephew, C. B dies in 1927, and appoints D and E his executors and trustees, and devises the whole of his real and personal estate unto his trustees upon trust for sale. D and E have taken a general grant of probate to B's estate. It is now desired to sell the lands of which A and B were seised as tenants in common, and A's undivided moiety of which B became tenant for life of, under A's will. The other undivided moiety of course belonging to B absolutely. Kindly give us your opinion on the following points :—

(1) Can D and E, the trustees of the will of B, sell the property without the consent of C ?

(2) If so, in what capacity would D and E sell ?

(3) If D and E cannot sell, who would have the right to sell ?

(4) If C purchased of D and E, what form would the conveyance take, and would C have to be joined in as a vendor as it appears to us it might be said he was a trustee for sale of the statutory trusts ?

(5) Generally on the case, giving authorities ?

A. We reply to this question on the assumption that, prior to 1926, B had (by consent or otherwise) assented to the devise in the will of A. The position on 31st December, 1925, was that one moiety of the property was vested in B in fee simple and absolutely, while the other moiety was vested in B for life with remainder to C in fee simple. On the 1st January, 1926, therefore, the property became vested in B on the statutory trusts (L.P.A., 1925, Sched. I, Pt. IV, para. 1 (2)), it being immaterial that part of his interest was less than absolute (*Re Dawson*, 1928, W.N. 47).

(1) See L.P. (Am.) A., 1926, Sched., amendment of L.P.A., 1925, s. 26 (3).

(2) As trustees holding on the statutory trusts the property and the trusts having devolved on them by virtue of A. of E. Act, 1925, s. 3 (ii) and T.A., 1925, s. 18 (2) respectively.

(3) *Cadit quæstio.*

(4) D and E would sell and assign their equitable moiety forming part of B's estate to C, and, upon the election of C (then absolutely entitled to the whole proceeds of sale) would convey the legal estate to C

(5) If B had not assented to the devise contained in A's will the Public Trustee would be involved under L.P.A., 1925, Sched. I, Pt. IV, para. 1 (4).

Landlord and Tenant Act, 1927—Claim for Compensation for Improvement.

Q. 1659. We are acting for a client who is the landlord of a shop in one of the main streets of this city. The property, which is worth about £12,000, was recently let on a twenty-one years' lease to a modiste at a rental of £650 a year. The landlord had for many years previously used the premises for his business as a tailor. The tenant now desires to make an improvement under the Landlord and Tenant Act, 1927, and he has submitted plans for the proposed improvement. Practically the improvement he desires will alter the whole shop, involving a complete reconstruction of the premises, together with additions at a total cost of some £2,500. Our client considers that the improvement is unreasonable, and that he is not in a position to pay compensation for such a substantial alteration to the property. The alteration involves the conversion from an ordinary single window shop front to one with a very long arcade going right into the heart of the old shop. It is possible that the letting value may be improved, but is the landlord compelled to submit. We contend that "improvement" contemplates something by way of minor addition or alteration to the original building, but know of no authority for the contention beyond the fact that the Act provides that the improvement must be suitable to the character of the building, and an "improvement" which alters the character of a building, i.e., converts it to an "arcade shop," cannot be suitable to its character. Can you help us with authorities as to the meaning of improvement ? What is your view of an alleged improvement the value of which is one-fifth of the total value of the premises ?

A. Sections 1, 2 and 3 of the above Act give the tribunal a wide discretion as to improvements. No test is provided of what is a "reasonable and suitable" improvement, save that regard must be had to the amenities of the neighbourhood. Two points in this case would seem to indicate that the improvement suggested is not suitable : (1) It is not reasonable to rent premises with a view to compelling the landlord to execute expensive alterations which practically change their whole character, and (2) the improvement suggested, which would involve permanently devoting half the premises to display alone, is suitable only to a very limited number of trades. Even in the tenant's business as a modiste it might not in the future prove as valuable as now, and the nature of the improvement appears to be of a speculative character. Reference may usefully be made to the under-mentioned decisions in Ireland, under the Town Tenants Act, 1906, on the question of suitability of improvements : *Macintosh* v. *Brosnan*, 41 I L.T.R. 246, improvements suitable to an hotel or lodging-house may not be suitable to premises let as a dwelling-house ; *Prim* v. *Day*, 45 I L.T.R. 225, a lecture hall built covering the garden, was held unsuitable to premises let as a dwelling-house ; *Bates* v. *Lawler*, 58 I L.T.R., a chemist tenant of old-fashioned respectable premises, wished to put in a new shop front for £140. It was not disputed that the alteration was suitable. The court, however, was not satisfied with the evidence that the letting value would increase.

Notes of Cases.

Court of Appeal.

Simbro Trading Co. Limited *v.* Posograph (Parent) Corporation Limited.

Scrutton, Greer and Sankey, L.JJ. 28th May.

Practice—King's Bench Division—Appeal from Judge at Chambers—Refusal to Revoke Submission—Matter of Practice and Procedure—Arbitration Act, 1889, 52 & 53 Vict. c. 49, s. 1—Supreme Court of Judicature (Consolidation) Act, 1925, 15 & 16 Geo. 5, c. 49, s. 31 (3)—Rules of the Supreme Court, Ord. LIV, r. 23.

Appeal from Finlay, J., at chambers.

Under an arbitration clause in a contract for the sale of certain goods an arbitrator was appointed to determine a dispute which had arisen between the parties under the contract. The buyers (the respondents) took out a summons to revoke the submission to the particular arbitrator which had been appointed. The master dismissed the buyers' motion to revoke the submission, and his decision was affirmed by the judge (Finlay, J.) at chambers. The buyers appealed to the Court of Appeal. On behalf of the sellers a preliminary objection was taken that the appeal did not lie to the Court of Appeal, but to the Divisional Court. By s. 1 of the Arbitration Act, 1889, 52 & 53 Vict. c. 49, a submission, unless a contrary intention is expressed therein, shall be irrevocable, except by leave of the court or a judge, and shall have the same effect in all respects as if it had been made an order of the court. By s. 31 (3) of the Supreme Court of Judicature (Consolidation) Act, 1925: "In matters of practice and procedure every appeal from a judge shall be to the Court of Appeal." By the Rules of the Supreme Court, Ord. LIV, r. 23: "In the King's Bench Division, except in matters of practice and procedure, the appeal from a decision of a judge at chambers shall be to a Divisional Court."

The Court (Scrutton, Greer and Sankey, L.JJ.) overruled the preliminary objection. Appeals from a judge in chambers in matters of practice and procedure must go to the Court of Appeal. The question was whether an application to revoke a submission was a question of practice and procedure or not. The practice and procedure must be in connexion with a cause or matter in the High Court. By s. 1 of the Arbitration Act, 1889, a submission shall be irrevocable except by leave of the court and shall have the same effect as if it were a rule of court. Therefore, a motion to revoke a submission relates to altering a matter already in the court, and, consequently, it related to a matter of practice and procedure in the High Court, and therefore the appeal was properly brought to the Court of Appeal. Preliminary objection overruled.

Counsel: *Lilley; Cave*, K.C., and *T. F. Davis*.

Solicitors: *Blundell, Baker & Co.; Bulcraig & Davis*.

[Reported by T. W. Morgan, Esq., Barrister-at-Law.]

In re Williams' Settlement: Greenwell *v.* Humphries.

Lord Hanworth, M.R., Lawrence and Russell, L.JJ.

7th June.

Power—Exercise in Favour of Surviving Husband—Dissolution of Marriage—Death of Appointor—Appointee surviving but no longer "Husband."

Appeal from a decision of Eve, J.

In April, 1902, Miss Lenders married H. J. C. Williams, and there was one daughter of the marriage, born in 1903. The marriage was dissolved by decree absolute, and in February, 1908, Mrs. Williams married the defendant, C. Humphries. In July, 1908, Mrs. Humphries, acting under a power contained in a settlement made on her first marriage, partially revoked the trusts of the settlement, and directed the trustees to hold three-quarters of the trust funds on trust after her death to pay the income to her husband, C. Humphries, during his life. By a decree absolute made in October, 1923, the marriage between Mr. and Mrs. Humphries was dissolved, and shortly afterwards she married V. E. Elias. She died in 1928 intestate, Elias and Humphries surviving her. Humphries claimed to be entitled to the income under the appointment.

Eve, J., held that he was no longer a surviving "husband," and took no interest in the funds. He appealed.

The court dismissed the appeal.

Lord Hanworth, M.R., said that Mrs. Elias might, when she executed the appointment, have intended to give a life interest to Mr. Humphries, but the question was whether she had the power to do so. By the terms of the original marriage settlement she might make the appointment in favour of "any husband who may survive her," but so that any husband who might survive her should not take more than a life interest. Did that mean that the conditions were fulfilled when the appointment was made or when it came into force? Clearly the latter time was the correct view. The object of the power was to enable Mrs. Elias to give a benefit to a person who filled the status of a husband and survived her—if and when he survived her. The question did not arise until after her death, and then the question arose who was to take. It was clear that it would not be reasonable to contemplate a husband at the time when the appointment was made and a husband when it took effect. At the time when it took effect Mr. Humphries was no longer the deceased's spouse, and so he did not fulfil the terms of the power. The appeal must be dismissed.

Lawrence and Russell, L.JJ., gave judgments to the same effect.

Counsel: *Jenkins*, K.C., and *Leonard Stone*, for the appellant; *Galbraith*, K.C., and *Sir Arthur Underhill*, for the daughter of the first marriage; *F. Baden Fuller*, for the trustees of the settlement.

Solicitors: *Charles Humphries & Co.; Greenwell & Co.; Whites & Co.*

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Rex *v.* Newport (Salop) Justices; ex parte Wright.

Lord Hewart, C.J., Avory, Swift, JJ.

23rd and 24th April.

School—Pupil Smoking after School Hours—Infringement of School Rules—Master's Right to Punish—Upheld by Justices—Refusal to State a Case—Rule *nisi*—Discharged.

Rule *nisi* granted at the instance of Ernest James Wright calling on the Newport (Salop) Justices to show cause why they should not state a case. Wright, on the 8th January, 1929, preferred an information on behalf of his son, Frank Douglas Wright, nearly sixteen years old, charging the headmaster and two assistant masters of Adam's Grammar School, Newport, with unlawfully assaulting and beating his son as a punishment for smoking in the street. The justices unanimously dismissed the charge, and refused to state a case, but certified the application as frivolous. The present rule was then obtained on the grounds (i) that the justices were wrong in law in holding that the defendants had authority and/or jurisdiction to inflict corporal punishment on Frank Douglas Wright; (ii) that at the time of committing the act complained of the boy was in the control and under the authority of his father; and (iii) that the act complained of was committed by Frank Douglas Wright by permission of his father, and that therefore the defendants had no authority to inflict the punishment.

Lord Hewart, C.J., despite argument to the contrary, was of opinion that both on authority and within the meaning

of s. 2 of the Summary Jurisdiction Act, 1857, the court had power, if it desired, to order that a case should be stated in the present matter. The justices had sworn a joint affidavit setting out their findings of fact. On those facts the justices had expressed their view of the law which was the same as that laid down in *Mansell* v. *Griffin*, 52 Sol. J. 59, 376; [1908] 1 K.B. 947. The justices having rightly applied the law the question was one of fact whether the conduct of the master was right, and in the circumstances the court was of opinion that there was no room for a special case, and the rule must be discharged, with costs.

Avory, J., delivered judgment to the same effect.

Swift, J., concurred.

Counsel: *Ronald Walker* showed cause for the justices; *J. L. Pratt* supported the rule.

Solicitors: *Church, Adams, Tatham & Co.*, for *Liddle and Heane*, Newport; *Robbins, Olivey & Lake*, for *Sharpe and Millichip*, West Bromwich.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Brighten *v.* Paleologue.

Hansell, K.C. (Official Referee). 26th April.

Solicitor—Claim for Moneys Expended—Counter-claim in Respect of Moneys Received on Client's Behalf.

In this action George Stanley Brighten, a solicitor, claimed from Princess Paleologue £779 19s., being the balance of cash he alleged was due to him from the defendant in respect of certain transactions he had undertaken on her behalf. The defendant denied liability and said that the plaintiff, who was appointed as her trustee under her mother's will, had rendered no account of moneys which he had received or expended on her behalf, and she counter-claimed for £4,345 which she alleged the plaintiff owed her. The Princess was very generous financially, and to protect her from certain members of her family a joint banking account was opened in her and the plaintiff's names. One of the items in respect of which the plaintiff claimed was money expended by him, at the defendant's request, in the furtherance of Alsatian dog breeding in partnership with the defendant's grandson.

Hansell, K.C., in giving judgment, found as a fact that the joint banking account was opened at the defendant's request. He then dealt in detail with the numerous items in respect of which the defendant alleged that the plaintiff was not entitled to charge her or had over-charged her, and he, Hansell, K.C., said that there were no grounds whatever for disbelieving the plaintiff's evidence on those matters. The matter was a question of fact, and having regard to the charges which had been brought against the plaintiff he wished to say that the plaintiff had perhaps been foolish to help the defendant in the way he had, but so far as his character was concerned he came out of the action without a shred of suspicion thrown on him. There would be judgment for the plaintiff for the amount claimed, with costs.

Counsel: *Gilbert Beyfus*, for the plaintiff; *W. B. Faraday and Simpson Pedler*, for the defendant.

Solicitors: *G. S. Brighten; Burchell, Wilde & Co.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

[An interesting example of the increasing litigation before the Official Referees.]

Probate, Divorce and Admiralty Division.

In re **Taylor, deceased.** Bateson, J. 29th April.

Probate Practice—Special Grant of Probate in Respect of Land settled by Will—Death of Tenant for Life—Compound Settlement—Administration of Estates Act, 1925, 15 Geo. 5, c. 23, s. 22, sub-s. (1).

This was a motion for a special grant of probate in respect of settled land under s. 22 (1) of Administration of Estates Act, 1925 (c. 23). The facts appear sufficiently from the judgment.

Bateson, J., in the course of delivering a considered judgment assenting to the motion, said that on 30th August 1868, one Hugh Taylor died, having settled by his will the land in question, upon trusts which in the events that had happened left Charles Henry Taylor the ultimate remainderman. C. H. Taylor who was H. Taylor's heir and tenant for life of the settled land, died on 13th July, 1892, having made his will on 7th February, 1889, appointing Thomas Taylor, the present applicant, his executor and trustee, and having devised the settled land to the use of T. Taylor with remainders over. On 1st January, 1926, the Administration of Estates Act, 1925, had come into force. At that date Thomas John Taylor was tenant for life of the settled land under H. Taylor's will. On 16th April in that year a vesting deed was executed, vesting the land in T. J. Taylor, clause 9 of which said: "The said T. J. Taylor shall stand possessed of the premises upon the trust and subject to the powers and provisions upon and subject to which under the said deed or otherwise the same ought to be held from time to time," the said will of course being the will of H. Taylor. On 27th April, 1928, T. J. Taylor died without issue. Thereupon T. Taylor became tenant for life under C. H. Taylor's will [of which he was also trustee] of the land—that was, the land settled by C. H. Taylor's will. On 3rd June T. J. Taylor's will was proved and a limited grant to his executors was made, a grant save and except settled land vested in the deceased which had been settled previously to his death. Up to T. J. Taylor's death the land had been subject to the settlements made up of (1) H. Taylor's will, which ceased to operate when T. J. Taylor died without issue; and (2) C. H. Taylor's will, which had come into operation immediately thereafter. In other words the land had always been settled under one instrument or the other, or perhaps under both, as a compound settlement and remained settled under C. H. Taylor's will after the death of T. J. Taylor. That being so, s. 22 of the Administration of Estates Act, 1925, applied. . . . The real decision in *In re Bridgett and Hayes Contract* [1928] Ch. 163, 71 Sol. J. 910, was that, where a general grant had been made no purchaser could go behind the grant, and the observations on s. 22 in the judgment were *obiter*. If however, C. H. Taylor had not settled the land by will, *In re Bridgett and Hayes Contract* (*supra*) would undoubtedly have applied. There would be an order in the terms of the motion.

Counsel: *T. Bucknill and Allan E. Ellis.*

Solicitors: *Flux, Leadbitter and Neighbour* for *Leadbitter and Harvey*, Newcastle-on-Tyne.

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

Restall, otherwise Love *v.* Restall.

Hill, J. 31st May.

Divorce—Nullity Petition—Marriage within Prohibited Degrees—Illegitimate Relationship.

In this undefended petition for nullity the ground for relief was that the parties were within the prohibited degrees of relationship, the respondent being the widower of an illegitimate sister of the petitioner's mother. Counsel for the petitioner referred to *The Queen* v. *The Inhabitants of Brighton* (1861), 1 B. & S. 447, in which Cockburn, C.J., held that a marriage within the prohibited degrees was null and void although one of the parties was illegitimate, and that the marriage of a man with the daughter of the half-sister of his deceased wife was also void, and said that that case had been approved by Astbury, J., in *In re Philips: Charter* v. *Ferguson* [1919] 1 Ch. 128.

Hill, J. (the facts having been proved in evidence): Decree *nisi* of nullity, with costs.

Counsel: *T. Bucknill*, for the petitioner.

Solicitor: *F. G. Bowles.*

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

Correspondence.

Damages for Non-acceptance.

Sir,—In answer to *Q.* 1634 (issue of 18th May), the opinion was given that a motor-car agent was only entitled to recover nominal damages in an action against the buyer for non-acceptance. The case quoted as authority was one in which the buyer was suing the seller for non-delivery of goods, but does it follow that the measure of damages for a seller-plaintiff is the same?

The question depends on the meaning of the words "available market" in s. 50 of the Sale of Goods Act, 1893. The motor-car dealer may (or may not, according to circumstances) have an available market for the *purchase* of a car of a particular make, but has he any market for the *sale* of a car, except it be an auction sale, at much reduced price?

Whether a dealer averages in sales say, one car a week or one a month, of a car of a particular make, the loss of one customer surely means he will sell one car less that year and so lose the profit on one car.

3rd June. SUBSCRIBER.

[The latter conclusion is correct if the dealer (*a*) has guaranteed to sell a minimum number of cars, and fails to take up his quota, or (*b*) has exceeded his minimum and is able to deliver a further unlimited number of cars. The conclusion would not hold good, however, if a dealer were rationed, and had no difficulty in disposing of his maximum. The measure of damages therefore depends on the dealer's arrangements with the makers or distributors.—YOUR CONTRIBUTOR.]

Whist Drives.

Sir,—Your correspondent "A.F." appears to have read the not very happily expressed words in Hawkins, J.'s, judgment "a mere game of skill" as meaning a game in which the element of chance is excluded.

If his conclusion is right, then every game of cards is, of course, illegal, but so are all other games. There is no game of any kind (other than perhaps chess as played by "masters") in which chance is not an element, and, if "A.F." is right, I must give up staking my customary half-crown on my occasional round of golf.

London, E.C.3. P. M. J.
10th June.

Powers of Attorney.

Sir,—I do not know if other practitioners have experienced trouble in identifying the donees of powers of attorney, but a big banker asked me if I could do anything to help as to the difficulty of providing sufficient evidence of identity of a donee, and I suggested the following plan.

Let the power begin in the usual way and after the description of the donee insert "three specimens of whose signature are as follows." (Here let the donee give three specimen signatures.) I advisedly suggest *three* signatures, as I should require the donee to sign his name three times without having the power in front of him, and I should watch how quickly he signed. If he signed rapidly and without any hesitation, I should be satisfied he was the man he purported to be and of course the signatures in the power itself would be vouched for by the donor of the power, as the donor would execute the power in which the specimen signatures occurred.

If the power were of a very important nature I suggested that the passport procedure should be adopted, and that an identified photograph of the donee should be affixed to the power with eyelets so that the eyelets could not be removed without damaging the power.

I have never seen a power of attorney in the form I suggest, but I don't see any reason why my form should not be adopted, as I am interested to note that the draftsmen of the Companies Act, 1928, in a lucid interval turned a clause I drafted in 1889, and which Palmer adopted without any acknowledgment of its authorship, into sub-s. (3) of s. 81, so some conveyancer may wish to put my idea into a book of precedents, and he has leave and licence to do so.

London, E.C.2. E. T. HARGRAVES.
6th June.

Societies.

The Law Society.

ANNUAL MEETING AT BOURNEMOUTH.

We are informed by the Secretary of The Law Society (Mr. E. R. Cook) that the Council have accepted an invitation from the Bournemouth and District Law Society to hold the Provincial Meeting this year in Bournemouth. It will accordingly be held there during the first week in October next, when it is expected that the proceedings will be as follows:—

Monday, 30th September.—Visitors will arrive in Bournemouth, and the Mayor of Bournemouth (Alderman C. H. Cartwright) will give a reception and dance at the Town Hall in the evening.

Tuesday, 1st October.—Members will meet at the Town Hall at 10.30 a.m., when the President of The Law Society will deliver his address, to be followed by the reading and discussion of papers contributed by members of the Society. The meeting will adjourn from 1.30 to 2.30 for luncheon, and will close at 4.30. In the evening there will be a banquet at the Royal Bath Hotel. Tickets for the banquet (£1 11s. 6d. each inclusive) can be obtained from the Hon. Secretary of the Bournemouth and District Law Society on or before the 3rd September.

Wednesday, 2nd October.—The meeting will be resumed at 11 a.m., when the reading and discussion of papers will be continued until 1.30, when the meeting will close. In the afternoon there will be a visit to Dorchester and places of interest in the Hardy Country at the invitation of the Dorset Law Society, particulars of which will be given in the detailed programme. For the evening seats are being reserved for visitors at the Pavilion and other principal places of amusement.

Thursday, 3rd October.—At the invitation of the Hampshire Law Society, there will be a visit to Southampton and Winchester, particulars of which will be given in the detailed programme. For the evening a choice may be made of the following entertainments: (1) Dinner and dance at the Royal Bath Hotel (tickets 10s.); (2) Entertainment at the Pavilion and other places of amusement.

Members attending the meeting will have free admission during the visit to several clubs and golf links in the neighbourhood.

Each member will be entitled to take a lady to the above entertainments and excursions (except the banquet).

Members proposing to attend the meeting should signify their intention on or before the 20th August, to Mr. A. H. Thompson, Hon. Secretary of the Bournemouth and District Law Society, at 114, Old Christchurch-road, Bournemouth, stating whether they will be accompanied by a lady.

The Council will be glad as soon as possible to receive communications from members willing to read papers at the meeting.

Should any member contemplate favouring the Council with a paper, he should let the Secretary know the subject of it on or before the 11th July. The Council will then consider the subjects proposed, and select such as they consider are the most suitable for discussion at the meeting, and will intimate their opinion to members in time to enable them to prepare their papers.

Those members whose papers are not among those selected may, nevertheless, prepare and submit them, and they will be read and discussed should the time at the disposal of the meeting suffice.

Subject to the control of the President of The Law Society, each member attending the meeting will be at liberty to speak and vote upon any matter under discussion, but all resolutions expressive of the opinions of the meeting will be framed in the form of recommendations or requests to the Council to take the subjects of such resolution into their consideration.

The railway companies of Great Britain have agreed to issue tickets available from 28th September to 7th October at the ordinary single fare and one-third for the double journey to passengers attending the meeting, and vouchers will be issued to those who give notice to attend.

Law Association.

The Annual General Court was held at The Law Society's Hall on Friday, the 31st ult., Mr. W. M.Woodhouse (Treasurer) in the chair, the other members present included Messrs. J. D. Arthur, Percy E. Marshall, J. R. H. Molony, John Venning, and Wm. Winterbotham (Directors), Bernard Airy, J. C. Brookhouse, E. S. Courroux, L. O. Eagleton, C.Haddon Gray, Frederick Hill, Stanley Hutchison, Matthew J. Jarvis A. H. Morton, Frederick Walton, Herbert Warren (Subscribers), and the Secretary (E. E. Barron). After the Secretary had read the notice convening the meeting, and the minutes of the last Annual Court, the Chairman moved the adoption of the Directors' report and accounts for the past year, and called attention to the fact that the income for the year showed a small increase on the previous year's income, with a considerable increase in annual subscriptions, and also included a legacy from the late Mr. F. W. Emery, for many years a Director of the Association, who had passed away during the year. He also mentioned with regret the death of Mr. A. E. Pridham, another Director, and a heavy list of old subscribers who had been carried off by the late severe winter; and, as a result of this, the increase in membership was not as much as could be desired. In regard, however, to the main object of the Association, the charitable grants to London solicitors' widows and dependents, the year showed a constant call on the Association, which had been met with careful liberality on the part of the board, the total amount of relief having amounted to £2,258, the highest sum yet granted in the year by the Association; this reduced the balance brought forward from the previous year to £112 1s. 9d., and he appealed to the London members of the profession to come forward in the present year and help to maintain and increase the income of the Assoiaction, or otherwise it was clear that the present liberal help to those in need of the Association's assistance could not be maintained. Lord Blanesburgh was re-elected President of the Association; the Treasurers, the Board of Directors and Auditors were also re-elected, and the meeting terminated with a vote of thanks to the Chairman for his services.

The usual monthly meeting of the Directors was held at The Law Society's Hall on Thursday, the 6th inst., when Mr. John Venning was elected Chairman of the Board for the current year. The following Directors were present: Messrs. J. D. Arthur, E. B. V. Christian, P. E. Marshall, J. R. H. Molony, J. E. W. Rider, Wm. Winterbotham, W. M. Woodhouse, and the Secretary (Mr. E. E. Barron). The allowances for the year to two solicitors and seventeen widows and daughters of London solicitors on the permanent list for annual assistance, and comprising six over seventy years of age, were considered, and a total sum of £1,079 voted to their relief, payable by quarterly instalments; a new member was elected and other general business transacted.

Chester and North Wales Incorporated Law Society.

The forty-eighth annual meeting was held at the Town Hall, Chester, on Wednesday, the 5th inst., the retiring President, Mr. James Jones Marks (Llandudno) in the chair. It was reported that the Society now numbers 176 members. The "John Allington Hughes" Prize for 1928 was presented by the Chairman to Mr. John Kenneth Dickin Roberts, who served his Articles with Mr. J. Eustace Jones, of the firm of Messrs. Walker Smith & Way, Chester, and gained first class Honours. The "Sir Horatio Lloyd" Prize was presented by the chairman to Mr. Alfred Bate, who served his articles with Mr. J. H. Bate (Wrexham) and gained first class Honours. The following were elected officers of the Society for the ensuing year: President, Mr. F. Horace Cooke (Crewe); Vice-President and Hon. Secretary, Mr. Henry G. Hope (Chester); Hon. Treasurer, Mr. T. Moore Dutton (Chester); Hon. Auditors, Mr. W. H. Barnes and Mr. G. H. Evans (both of Chester). The following, with the officers named, are the Committee for the year: Messrs. W. C. Deakin (Northwich), R. Guthrie Jones (Dolgelly), J. Eustace Jones (Chester), S. Ll. Kenrick (Ruabon), R. Farmer (Chester), W. E. Hough (Runcorn), J. E. Hallmark (Llandudno), R. S. Kelly (Mold), J. J. Marks (Llandudno), J. D. H. Osborn (Colwyn Bay), David Hughes (Chester), Mark Fletcher (Northwich), and Cyril O. Jones (Wrexham).

The annual dinner was held in the evening at the Grosvenor Hotel, under the presidency of Mr. F. Horace Cooke. The Right Worshipful the Mayor of Chester (W. A. V. Churton, Esq.), His Honour Judge Whitmore Richards, Dr. Sprent (President of the Chester and North Wales Medical Association) and Mr. J. K. D. Roberts, were the guests of the Society.

Inns of Court Mission.

The annual meeting of subscribers of the Incorporated Inns of Court Mission was held in the Parliament Chamber of the Inner Temple (by permission of the Treasurer and the Masters of the Bench) on Tuesday, the 4th inst., with Mr. Justice Roche in the chair.

The report of the Council for 1928, which was adopted unanimously on the motion of the Chairman, seconded by the Master of the Temple, stated that Sir John Eldon Bankes, owing to his retirement into the country, had felt unable to continue in office as chairman, a position which he had held, with great advantage to the Mission, since the death of Lord Sterndale. Mr. Justice Roche having consented to succeed Sir John Eldon Bankes as chairman, the vacancy thus caused is being filled by the appointment of Mr. Justice Finlay and Mr. Justice Charles as treasurers.

The accounts displayed a small deficit on the year's working, and the Council makes an appeal for increased support, so that the work of the boys' club may be extended. The support needed is not only financial, important as that is, but there is also a real need for personal service from those who have any leisure time to devote to social service of this nature. There has been no lack of suitable persons available for this work in the past, but if the work is to maintain its present high level and extend its sphere of usefulness, there must be continued endeavour by the members of the profession to serve it in such ways as they can, either by giving their services or by financial assistance, or both.

The Mission premises are at 44, Drury-lane, where the Warden, Mr. E. G. H. Evans, can be found any evening during the week, and the Council feel convinced that a single visit will furnish abundant evidence of the value of the work. Subscriptions may be sent to the treasurers above named at the Royal Courts of Justice, or to Mr. G. G. Fitzmaurice, at 2, Pump-court, Temple.

Rules and Orders.

THE COUNTY COURT (No. 1) RULES, 1929. DATED 15TH MAY, 1929.

1. These Rules may be cited as the County Court (No. 1) Rules, 1929, and shall be read and construed with the County Court Rules, 1903, (*a*) as amended.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, as amended. The Appendix referred to in these Rules is the Appendix to the County Court Rules, 1903, as amended.

The County Court Rules, 1903, as amended, shall have effect as further amended by these Rules.

2. The following Rule shall be inserted in Order IV after Rule 1 and shall stand as Rule 1A:—

"1A. Except as provided by section 138 of the Act, no cause of action shall be joined with an action for the recovery of possession under section 138 or section 139 of the Act."

3. The following Rule shall be inserted in Order XIV after Rule 16 and shall stand as Rule 17:—

"17. Clerical mistakes in judgments or orders, or errors arising therein from any accidental slip or omission, may at any time be corrected by the Court."

4. Paragraph (2) of Rule 31 of Order XXV shall be amended as follows:—

(*a*) the words "before or on the return day" shall be omitted and the words "two days before the return day" shall be substituted therefor; and

(*b*) the following words shall be added at the end of the paragraph:—

"In the event of non compliance with this provision, the hearing of the judgment summons shall, unless the Court otherwise orders, stand adjourned at the cost of the judgment creditor."

5. Rule 33 of Order XXV shall be amended as follows:—

(*a*) the words "before or on the return day" shall be omitted and the words "two days before the return day" shall be substituted therefor; and

(*b*) the following words shall be added at the end of the Rule:—

"In the event of non compliance with this provision the hearing of the judgment summons shall, unless the Court otherwise orders, stand adjourned, at the cost of the judgment creditor."

6. Rule 35 of Order XXV shall be amended as follows:—

(*a*) the first and second paragraphs shall be numbered (1) and (2), respectively; and

(*a*) S.R. & O. Rev. 1904 III, County Court E., p. 89 (1903) No. 629.

(*b*) in paragraph (2) the words "and where the judgment debtor appears at the hearing, expenses so paid to him may, if the Judge so directs, be allowed as expenses of a witness in any case in which the costs of witnesses may be allowed under these Rules" shall be omitted and the following paragraph, which shall stand as paragraph (3), shall be substituted therefor:—

"(3) Where the judgment debtor appears at the hearing, expenses so paid to him may, if the Judge so directs, and subject to Rule 54 of this Order, be allowed as expenses of a witness in any case in which the costs of witnesses may be allowed under these Rules: Provided that if the judgment debtor appears at the hearing and an order of commitment is not made, the Judge may in the exercise of his discretion allow to the judgment debtor his proper costs (including an allowance for loss of time as upon attendance by a defendant at a trial in Court, either by way of set-off or otherwise."

7. At the end of Rule 66 of Order XXV the following words shall be added:—

"The high bailiff shall forthwith, after executing the warrant, return it to the Registrar of the Court from which it issued, and file a certificate of his having so executed it according to the form in the Appendix" (Form 265A).

8. The following Rule shall be inserted in Order XXXI after Rule 2, and shall stand as Rule 2A:—

"2A. *New trial on any question.*]—A new trial may be ordered on any question, without interfering with the finding or decision upon any other question."

9. In Rule 31 of Order LB, paragraph (3) shall be renumbered and shall stand as paragraph (4), and the following new paragraph shall be inserted after paragraph (2) and shall stand as paragraph (3):—

"(3) In the event of the proceedings being terminated by settlement between the parties or otherwise after the Referee has received notice of his appointment under Rule 12 of this Order but before there has been any sitting by him, the Court may, on the application of either of the parties or of the Referee, determine what amount (if any) shall be allowed to the Referee by way of remuneration."

10. In Rule 37 of Order LIII, after the words "made to witnesses," there shall be inserted the words ", and in the discretion of the Court to plaintiffs and defendants if personally attending the Court, for the cost of travelling to and from the Court and".

11. Rules 37A and 38 of Order LIII are hereby revoked.

12. In Rule 39 of Order LIII the words "travelling and" shall be omitted.

13. In paragraph (1) of Rule 43 of Order LIII the following words shall be omitted:—

", such sums, not exceeding the maximum allowances mentioned in the scale for expert and scientific witnesses in the Appendix, as he may think fit, in addition to travelling expenses".

14. In Part I of the Appendix there shall be inserted the following new form which shall stand as Form 265A:—

"265A.

CERTIFICATE OF EXECUTION OF WARRANT OF POSSESSION.

I hereby certify that by virtue of the warrant of possession issued in this action and numbered I did on the day of deliver full and peaceable possession to the plaintiff of the premises named therein, that is to say [*copy description from warrant*] as required by the said warrant.

Dated this day of 19 .

High Bailiff."

15. In Form 466 in Part I of the Appendix, after the words "Solicitors Costs," there shall be inserted the words "Description of holding [*give a short description of holding and of situation thereof*]."

16. At the beginning of Form 468 in Part I of the Appendix before the words "Date of lease or agreement for tenancy of holding" there shall be inserted the words "Description of holding [*give a short description of holding and of situation thereof*]."

17. Division (3) of Part IV of the Appendix relating to the Scale of Allowances to Witnesses is hereby revoked, and the following Scale shall be substituted therefor:—

"(3).

SCALES OF ALLOWANCES TO WITNESSES.

Part I.—(All Witnesses.)

A sum to cover the reasonable cost of travelling to and from the Court with a minimum of one shilling.

Part II.—(All Witnesses, subject to note at foot.)

In addition to the above for time expended in travelling to and from the Court and attending the Court.

	£ s. d.
(*a*) Persons of independent means, professional persons, merchants, bankers and accountants (being members of any recognised Society of Accountants) .. per diem	1 1 0
(*b*) Tradesmen, auctioneers, accountants (not being members of any such Society as aforesaid), clerks and yeomen per diem	15 0
(*c*) Artisans and journeymen .. per diem	10 0
(*d*) Labourers and the like .. per diem	6 0

(*e*) Experts and Scientific witnesses and members of the medical profession.

	If Costs are taxed on Col. B of Scale. £ s. d.	If Costs are taxed on Col. C of Scale. £ s. d.
For qualifying to give evidence (if allowed).	1 1 0 to 3 3 0	1 1 0 to 5 5 0
Attending Court on trial per diem.	1 1 0 to 2 2 0	1 1 0 to 3 3 0

(*f*) Persons not coming within any of the above descriptions .. .. per diem 5 0

NOTE.—Allowances under this part of these scales are not payable to respondents to judgment summonses unless so ordered by the Judge on hearing the summons."

18. In paragraph 1 of Part V of the Appendix after the number "265," there shall be inserted the number "265A."

We the undersigned persons appointed by the Lord Chancellor pursuant to section one hundred and sixty-four of the County Courts Act, 1888,(*a*) and section twenty-four of the County Courts Act, 1919,(*b*) to frame Rules and Orders for regulating the practice of the Court and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

W. M. Cann. *Barnard Lailey.*
T. Mordaunt Snagge. *A. O. Jennings.*

Approved by the Rules Committee of the Supreme Court.
Claud Schuster,
Secretary.

I allow these Rules which shall come into force on the 1st day of July, 1929.

Dated the 15th day of May, 1929.

Hailsham, C.

(*a*) 51–2 V. c. 43. (*b*) 9–10 G. 5, c. 73.

Legal Notes and News.

Appointments.

The Board of Trade have appointed Mr. E. COURTENAY R. VYVYAN (Senior Assistant Official Receiver) to be an Official Receiver attached to the High Court of Justice in Bankruptcy in succession to Mr. Daniel Williams, who has been seconded to other duties, whilst Mr. CLARENCE R. WATERER has been appointed to the vacancy created by the promotion of Mr. Vyvyan.

Mr. Justice H. O. COMPTON BEASLEY, a Puisne Judge of the High Court, Madras, has been appointed Chief Justice of that court. He was called by the Inner Temple in 1902.

Mr. R. F. NORTON, K.C., having resigned the Treasurership of The Honourable Society of Lincoln's Inn, on account of ill-health, Sir THOMAS R. HUGHES, K.C., the Treasurer for 1928, has been elected Treasurer of the Inn for the remainder of the current year.

Mr. JOHN MOSS, Barrister-at-Law, Clerk to the Tonbridge Rural District Council and Board of Guardians, has been appointed Acting Public Assistance Officer to the Kent County Council.

Mr. TREVOR JONES, Solicitor, Assistant Clerk to the Rhondda Urban District Council, has been appointed Second Assistant Solicitor in the office of the Town Clerk of Hull. Mr. Jones was admitted in 1925.

Mr. WILLIAM C. DEAKIN, Solicitor, Registrar of the Northwich County Court, has been appointed Registrar of the Runcorn County Court in the place of Mr. W. D. Jolliffe, who has resigned. Mr. Deakin was admitted in 1889.

Mr. THOMAS B. FELTHAM, Solicitor, Deputy Town Clerk of Chester, has been appointed Town Clerk of Hereford. Mr. Feltham was admitted in 1920.

Solicitors in the New Parliament.

HOUSE OF LORDS.

*GEORGE ALLARDICE RIDDELL, 1st Baron Riddell.
FRANCIS JOHN STEPHENS HOPWOOD, 1st Baron Southborough.

HOUSE OF COMMONS.

*ERNEST ROY BIRD (C.), Skipton Division W.R. Yorks. Admitted July, 1905 (Messrs. Wedlake, Letts & Birds and Messrs. Ernest Bird & Sons, of London).

*EDWARD LESLIE BURGIN, LL.D. (Lond.) (L.), Bedford (Luton). Admitted August, 1909 (Messrs. Denton, Hall and Burgin, of London).

*ARTHUR CARLYNE NIVEN DIXEY (C.), Penrith and Cockermouth, Cumberland. Admitted July, 1913.

*ISAAC FOOT (L.), Bodmin, Cornwall. Admitted December, 1902 (Messrs. Foot, Bowden & Blight, of Plymouth).

*Rt. Hon. DAVID LLOYD GEORGE, O.M. (L.), Carnarvon. Admitted July, 1884.

*Sir ROBERT VAUGHAN GOWER, O.B.E. (C.), Rochester (Gillingham). Admitted August, 1903 (of Tunbridge Wells).

*Sir DENNIS HENRY HERBERT, K.B.E. (C.), Watford, Herts. Admitted October, 1895 (Messrs. Clarke, Rawlins & Co. and Messrs. Beaumont & Son, of London).

*Major JOHN WALLER HILLS, P.C. (C.), Ripon Division W.R. Yorks.

*FREDERICK LLEWELLYN JONES, B.A., LL.B. (L.), Flintshire. Admitted February, 1891 (Messrs. Llewellyn Jones and Son, of Mold).

*Rt. Hon. Sir WILLIAM JOYNSON-HICKS, Bart., D.L. (C.), Twickenham. Admitted January, 1888 (Messrs. Joynson-Hicks & Co., of London).

*Rt. Hon. Sir DONALD MACLEAN, K.B.E., LL.D., P.C. (L.), Cornwall (Northern). Admitted July, 1887 (Messrs. Church, Rackham & Co., of London, and Messrs. Donald Maclean and Hann, of Cardiff).

*Major HARRY LOUIS NATHAN (L.), Bethnal Green, N.E. Admitted 1913 (Messrs. Herbert Oppenheimer, Nathan and Vandyk, of London).

SIDNEY JOHN PETERS, M.A., LL.B. Cantab., and M.A. and LL.D. Dublin (L.), Huntingdon. Admitted February, 1912.

Sir COOPER RAWSON, (C.), Brighton.

Sir SAMUEL ROBERTS, Bart. (C.), Sheffield (Eccleshall). Admitted December, 1906.

*JOHN JAMES WITHERS, C.B.E. (C.), Cambridge University. Admitted 1890 (Messrs. Withers, Bensons, Currie, Williams and Co., of London).

*Rt. Hon. Sir HOWARD KINGSLEY WOOD (C.), Woolwich (West). Admitted July, 1903 (Messrs. Kingsley Wood, Williams & Co., of London).

Rt. Hon. Sir LAMING WORTHINGTON-EVANS, Bart., G.B.E. (C.), Westminster, St. George's. Admitted February, 1890.

* Members of The Law Society.

Professional Partnerships Dissolved.

CYRIL WEST BYWATERS and SYLVIA IRENE HOBDAY, solicitors, Stevenage House, Holborn Viaduct, E.C.1 (Julius White & Bywaters), by mutual consent as from 14th May.

SEBASTIAN HOSGOOD, ERNEST MELLOR, and WALTER WILLIAM GREEN, solicitors, 10, Newhall-street, Birmingham (Docker, Hosgood & Co.), by mutual consent as from 31st March, so far as concerns E. Mellor, on his retirement from the firm. The business will be carried on as heretofore by the remaining partners.

RICHARD WALTER FORREST, HERBERT ALFRED BELL, and ROY ALSTON WILKINSON, solicitors, Silver-street, Gainsborough (Forrest, Bell & Wilkinson), by mutual consent as from 1st May. The business will be carried on in future by R. W. Forrest.

EDWIN HENRY GALSWORTHY and LEONARD JAMES BEDWELL solicitors, 12 Old Jewry-chambers, E.C.2 (Galsworthy and Bedwell), by mutual consent as from 5th April.

DANIEL LEWIS and EDWARD PARRY EVANS (Daniel Lewis and Evans), 18, Queen-street, Cardiff, solicitors, by mutual consent as and from 31st March. E. P. Evans will practise alone at the above address.

Wills and Bequests.

Mr. Frank Samuel Chaplin, Solicitor, of The Ridgway, Enfield, and Verulam-buildings, Gray's Inn, W.C., left estate of the gross value of £28,551.

Mr. Daniel Wintringham Stable, J.P., LL.B., of Holly Lodge, Wanstead, Essex, and Plas Llwyn, Owen, Llanbrynmair, Montgomeryshire, formerly a solicitor and afterwards called to the Bar, for many years a director of the Prudential Assurance Company and of the British Mutual Banking Company, died on 16th March, aged seventy-two, leaving estate of the value of £57,197, with net personalty £35,303. He gives: So much of a promised sum of £1,000 as shall have not been paid to the representative body of the Church in Wales.

Mr. William Scot Hart, solicitor, of Dealtry-court, Upper Richmond-road, and of Surrey-street, Strand, W.C., left estate of the gross value of £9,218.

Mr. Arthur Lennox Davidson, of Castle-street, Edinburgh, sole partner in the firm of Forrester & Davidson, Writers to the Signet, left personal estate in Great Britain of the gross value of £25,992.

KING EDWARD'S HOSPITAL FUND FOR LONDON.

VISITS TO FAMOUS LONDON BUILDINGS in aid of King Edward's Hospital Fund for London, under special guidance.

PLACE.	DATE.	MEET AT
Foreign Office, India Office, and Admiralty	Sat., 22nd June, 2.45 p.m.	Entrance to Foreign Office (under Archway from Downing St., then turn sharp to the right and door is on the right).
Westminster Abbey	Fri., 19th July, 4.30 p.m.	The Cloisters, Dean's Yard.
Tower of London	Fri., 9th Aug., 2.30 p.m.	Entrance Gates (nearest Underground Station, Mark Lane).
,, ,,	Wed., 21st Aug., 2.30 p.m.	,, ,,

The Visitors will be received at the Foreign Office on 22nd June by the Librarian and Keeper of Papers (Mr. S. Gaselee, C.B.E.), who will give a short address on the historical associations of the building. Here they will see the room in which the Locarno Treaty was signed. At the India Office the party will be received by Sir William Foster, C.I.E., who is an authority on the history of the East India Company, and who will describe the interesting relics which are preserved in this department. At the Admiralty the old board room, with its historic table and wind-gauge, will be open to inspection.

On 19th July they will be conducted round the Abbey Church and precincts (including portions not ordinarily accessible) by Mr. Lawrence E. Tanner, M.A., F.S.A., Assistant Keeper of the Muniments, whose knowledge of the Abbey and its associations is unique.

On 9th and 21st August, Mr. Walter Bell, F.S.A., F.R.A.S., the well-known London historian, will give addresses on the Tower and its history, afterwards conducting the party round the building. By kind permission of the Resident Governor, Colonel Dan Burges, V.C., an opportunity will be afforded to visit Princess Elizabeth's Walk and the Bell Tower, which are not usually accessible to the public.

Tickets, price 7s. 6d., can be obtained on application to King Edward's Hospital Fund, for London, 7, Walbrook, E.C.4.

MIDLAND BANK LIMITED.

The Midland Bank Limited announce with much regret the retirement, in consequence of ill-health, of Mr. Richard Richards, joint general manager. Mr. H. Wrighton, formerly an assistant general manager, has been appointed a joint general manager. Mr. C. B. Allen and Mr. J. H. Parry, formerly general manager's assistants, have been appointed assistant general managers.

NEW DIRECTOR.

The Directors of the Midland Bank Limited have elected Colonel H. Le Roy-Lewis, C.B., C.M.G., D.S.O., to a seat at their Board.

BORDER SOLICITORS IN IRELAND.

We are interested to learn that on and after 1st January next, Irish solicitors who were qualified or apprenticed before 1922 will be free to practise on either side of the Ulster border on payment of the fees in the area in which they are registered. This, in effect, is the outcome of an agreement between the Ulster and Free State Governments. At present solicitors practising in both Northern and Southern Ireland have to pay fees in each of those areas. Provision is made for the new arrangement in the Free State Finance Bill, and effect will also be given to it by the Ulster Government when their Finance Bill is introduced.

LIVERPOOL GROUND RENTS.

A transaction of magnitude in the estate market has just been concluded by Messrs. Goddard & Smith, of St. James's, S.W., who have sold to a client of Messrs. Bremner, Sons and Corlett, Solicitors, of Liverpool, freehold ground rents secured upon properties around Liverpool for the sum of £528,000.

WESTMINSTER POLICE COURT.

When Justice sits, Law keeps the door:
There passes through a long array
Of Knave and Fool and Rich and Poor
All day.

Distress and Folly come with Vice,
Falsehood and Truth are always there;
Hate comes and Lust (who isn't nice),
Foul follows fair.

And some are called who drive at speed
Or in a manner dangerous,
Or hit (because they do not heed)
A 'bus;

Who loiter with intention, or
Who hang about to take a bet;
Who fail to take a licence for
Their set;

Who beat their wives, or who detain
A pair of artificial hose;
Who hit with all their might and main
A landlord's nose.

Law keeps the door, when Justice sits.
From morning each and every day
Till eve the long procession flits
Its way.

But sometimes come a chance to gaze
Through window, if the list is slight,
At fielders fielding in a blaze
Of light.

No snipe are found on Tuttle Fields,
No duck are left to stalk and slay;
But Vincent's Square good sport still yields
To-day.

The work is ended. Court adjourns.
"Well bowled! By jove, he's got the wicket!"
The Magistrate's attention turns
To Cricket. "THE ELIZABETHAN."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
M'nd'y June 17	Mr. Jolly	Mr. More	Mr. More	Mr. Hicks Beach
Tuesday .. 18	Hicks Beach	Ritchie	*Hicks Beach	*Andrews
Wednesday. 19	Blaker	Andrews	Andrews	*More
Thursday . 20	More	Jolly	*More	*Hicks Beach
Friday 21	Ritchie	Hicks Beach	Hicks Beach	*Andrews
Saturday .. 22	Andrews	Blaker	Andrews	More

DATE	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE CLAUSON	MR. JUSTICE LUXMOORE.
M'nd'y June 17	Mr. Andrews	Mr.*Jolly	Mr. Blaker	Mr. Ritchie
Tuesday .. 18	More	Ritchie	Jolly	*Blaker
Wednesday. 19	Hicks Beach	*Blaker	Ritchie	*Jolly
Thursday . 20	Andrews	Jolly	Blaker	*Ritchie
Friday 21	More	*Ritchie	Jolly	Blaker
Saturday .. 22	Hicks Beach	Blaker	Ritchie	Jolly

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 27th June, 1929.

	MIDDLE PRICE 12th June	INTEREST YIELD.	YIELD WITH REDEMPTIONS.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	86½	4 12 9	—
Consols 2½%	54¾	4 11 4	—
War Loan 5% 1929-47	101⅜	4 18 6	—
War Loan 4½% 1925-45	96	4 13 9	4 17 6
War Loan 4% (Tax free) 1922-42 ..	100½	4 0 0	4 0 0
Funding 4% Loan 1960-1990	87¾	4 11 2	4 12 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years ..	92½	4 6 6	4 8 0
Conversion 4½% Loan 1940-44.. ..	96	4 13 9	4 17 0
Conversion 3½% Loan 1961	77¼	4 10 7	—
Local Loans 3% Stock 1912 or after ..	63	4 15 3	—
Bank Stock	250	4 16 0	—
India 4½% 1950-55	88	5 2 3	5 7 6
India 3½%	66½	5 4 6	—
India 3%	57	5 5 3	—
Sudan 4½% 1939-73	94	4 15 9	4 16 6
Sudan 4% 1974	85	4 14 0	4 16 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82	3 13 2	4 4 0
Colonial Securities.			
Canada 3% 1938	85	3 10 7	4 19 0
Cape of Good Hope 4% 1916-36 ..	94	4 5 0	5 0 0
Cape of Good Hope 3½% 1929-49 ..	80	4 7 6	5 2 0
Commonwealth of Australia 5% 1945-75	96	5 4 2	5 4 6
Gold Coast 4½% 1956	95	4 14 9	4 14 0
Jamaica 4½% 1941-71	94	4 15 6	4 16 6
Natal 4% 1937	92	4 7 0	5 5 0
New South Wales 4½% 1935-45 ..	90	5 0 0	5 5 0
New South Wales 5% 1945-65 ..	97	5 3 0	5 3 6
New Zealand 4½% 1945	96	4 13 9	4 17 6
New Zealand 5% 1946	102	4 18 0	4 12 0
Queensland 5% 1940-60	97	5 3 0	5 4 0
South Africa 5% 1945-75	101	4 19 0	4 17 0
South Australia 5% 1945-75	97	5 3 1	5 1 0
Tasmania 5% 1945-75	99	5 1 0	5 1 0
Victoria 5% 1945-75	97	5 3 1	5 1 0
West Australia 5% 1945-75	99	5 1 0	5 1 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 3	—
Birmingham 5% 1946-56	103	4 17 1	4 16 0
Cardiff 5% 1945-65	101	4 19 0	4 19 0
Croydon 3% 1940-60, ...	70	4 5 6	4 18 6
Hull 3½% 1925-55	78	4 9 9	5 0 0
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	73	4 15 11	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	63	4 15 0	—
Manchester 3% on or after 1941 ..	64	4 13 9	—
Metropolitan Water Board 3% 'A' 1963-2003	63	4 15 0	—
Metropolitan Water Board 3% 'B' 1934-2003	64	4 13 6	—
Middlesex C. C. 3½% 1927-47	83	4 4 6	4 18 6
Newcastle 3½% Irredeemable	74	4 15 0	—
Nottingham 3% Irredeemable	63	4 15 3	—
Stockton 5% 1946-66	102	4 18 0	4 18 0
Wolverhampton 5% 1946-56	102	4 18 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture ..	80	5 0 0	—
Gt. Western Rly. 5% Rent Charge ..	98	5 2 0	—
Gt. Western Rly. 5% Preference ..	91½	5 9 3	—
L. & N. E. Rly. 4% Debenture ..	76	5 5 3	—
L. & N. E. Rly. 4% 1st Guaranteed ..	71	5 12 8	—
L. & N. E. Rly 4% 1st Preference ..	65½	6 2 2	—
L. Mid. & Scot. Rly. 4% Debenture ..	79	5 1 3	—
L. Mid. & Scot. Rly. 4% Guaranteed	76	5 5 3	—
L. Mid. & Scot Rly. 4% Preference ..	68	5 17 8	—
Southern Railway 4% Debenture ..	79½	5 0 8	—
Southern Railway 5% Guaranteed ..	97	5 3 0	—
Southern Railway 5% Preference ..	87½	5 14 3	—

929

tain

Stock

ELD WITH EDEMP- TION.

s.	d.
—	
—	
—	
17	6
0	0
12	0
8	0
17	0
—	
—	
—	
7	6
—	
—	
16	6
16	0
4	0
19	0
0	0
2	0
4	6
14	0
16	6
5	0
5	0
3	6
17	6
12	0
4	0
17	0
1	0
1	0
1	0
1	0
—	
16	0
19	0
18	6
0	0
—	
—	
—	
—	
—	
—	
18	6
—	
—	
18	0
17	0
—	
—	
—	
—	
—	
—	
—	
—	
—	
—	